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सं. 25] नई दिल्ली, जून 13-जून 19, 2010, शनिवार/ज्येष्ठ 23-ज्येष्ठ 29, 1932
No. 25] NEW DELHI, JUNE 13-JUNE 19, 2010, SATURDAY/JYAISTHA 23-JYAISTHA 29, 1932

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक् संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 7 जून, 2010

का.आ. 1517.—केन्द्रीय सरकार एतद् द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम 1946 (1946 का अधिनियम सं. 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 287 के अंतर्गत दंडनीय अपराध को विनिर्दिष्ट करती है जिनका दिल्ली विशेष पुलिस स्थापना द्वारा उपर्युक्त उल्लिखित अपराध तथा प्रयास, दुष्चरणा तथा उस मामले के संबंध में या उससे सम्बद्ध षडयंत्र के बारे में अन्वेषण किया जाना है।

[सं. 228/17/2010-एवीडी-II]

मुकेश चतुर्वेदी, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 7th June, 2010

S.O. 1517.—In exercise of the powers conferred by Section 3 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government hereby specifies the offence punishable under section 287 of the Indian Penal Code, 1860 (Act No. 45 of 1860) which is to be investigated by the Delhi Special Police Establishment and attempt, abetment and conspiracy in relation to or in connection with the offence mentioned above.

[No. 228/17/2010-AVD-II]
MUKESH CHATURVEDI, Under Secy.

नई दिल्ली, 9 जून, 2010

का.आ. 1518.—केन्द्रीय सरकार एतद् द्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-ध

रा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए आर. सी. 4(एस)/99/एस.आई.सी-IV/नई दिल्ली/सीबीआई (बृज बिहारी प्रसाद की हत्या का मामला, पूर्व मंत्री) मामले के विचारण में तथा अपीलों, पुनरीक्षणों या उक्त बाद से उद्भूत अन्य मामलों का पुनरीक्षण या विधि द्वारा स्थापित संचालन करने के लिए श्री अरविंद कुमार, अधिवक्ता को जिला एवं सत्र न्यायालय, पटना बिहार में विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/15/2010-एवीडी-II]

मुकेश चतुर्वेदी, अवर सचिव

New Delhi, the 9th June, 2010

S.O. 1518.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Arvind Kumar, Advocate as Special Public Prosecutor for conducting case No. RC. 4(S)/99/SICIV/CBI/ND (Brij Bihari Murder case) in the respective trial Court at Patna relating to all the matters of this case in District court of Patna,

[No. 225/15/2010-AVD-II]

MUKESH CHATURVEDI, Under Secy.

नई दिल्ली, 14 जून, 2010

का.आ. 1519.—केन्द्रीय सरकार एतद् द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और पहले के डीओपीटी अधिसूचना सं. 228/42/2010-एवीडी-II दिनांक 03-06-2010 के अनुक्रम में पश्चिम बंगाल राज्य सरकार, गृह (राजनीतिक) गुप्त अनुभाग की अधिसूचना सं. 1031/पीएस दिनांक 07 जून, 2010 द्वारा प्राप्त सहमति से रेलवे अधिनियम 1989 (1989 का अधिनियम सं. 24) की धारा 150 और 151 तथा विस्फोटक पदार्थ अधिनियम 1908 (1908 का अधिनियम सं. 6) की धारा 3 और 4 तथा भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45), की धारा 427 के अधीन झारग्राम जी.आर.पी. एस. एफआईआर सं. 05/2010 दिनांक 28-05-2010 में अन्वेषण/जांच के लिए और संशक्त, प्रयासों, दुष्प्रेरणों और षडयंत्रों या उपर्युक्त अपराधों के सम्बन्ध में तथा उन्ही तथ्यों से उद्भूत किन्ही अन्य अपराध/अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार सम्पूर्ण पश्चिम बंगाल राज्य के सम्बन्ध में करती है।

[सं. 228/42/2010-एवीडी-II]

मुकेश चतुर्वेदी, अवर सचिव

New Delhi, the 14th June, 2010

S.O. 1519.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), and in continuation of earlier DOPT Notification No. 228/42/2010-AVD-II dated 03-06-2010, the Central Government with the consent of the State Government of West Bengal, Home (Political) Secret Section vide Notification No. 1031-P. S. dated 7th June, 2010, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of West Bengal for investigation/enquiry into Jhargram G.R.P.S. FIR No. 05/10 dated 28-05-2010 under section 427 of the Indian Penal Code, 1860 (Act No. 45 of 1860), sections 150 and 151 of the Railways Act, 1989 (Act No. 24 of 1989) and section 3 & 4 of the Explosive Substances Act 1908 (Act No. 6 of 1908) and attempts, abetments and conspiracies in relation to or in connection with the above mentioned offences and any other offence/offences committed in course of the same transaction or arising out of the same facts.

[No. 228/42/2010-AVD-II]

MUKESH CHATURVEDI, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

केन्द्रीय उत्पाद तथा सीमा शुल्क के मुख्य आयुक्त का कार्यालय

पुणे, 25 मई, 2010

संख्या 1/2010 सी.शु. (एन.टी.)

का.आ. 1520.—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली, द्वारा दिनांक 1-7-94 को जारी अधिसूचना संख्या 33/94-सीमा शुल्क (एन.टी.) और दिनांक 25-10-2004 को जारी यथासंशोधित अधिसूचना संख्या 122/2004 द्वारा मुझे प्रदत्त अधिकारों का प्रयोग करते हुए मैं, के. सी. सिंह, मुख्य आयुक्त केन्द्रीय उत्पाद शुल्क एवं सीमा शुल्क, पुणे क्षेत्र एतद्द्वारा महाराष्ट्र राज्य के रत्नागिरी जिले में तालुका दापोली में 'नवसे' गाँव को सीमा शुल्क अधिनियम 1962 (1962 का 52) की धारा 9 के अधीन मेसर्स भारती शिपयार्ड लिमिटेड द्वारा सीमा शुल्क का निजी बाँडेड वेअरहाऊस स्थापन करने के लिए वेअरहाऊसिंग स्टेशन घोषित कर रहा हूँ।

[फा. सं. VIII/48-04/डब्ल्यू-एसटीएन-नवसे/पुणे क्षेत्र/10]

के. सी. सिंह, मुख्य आयुक्त, केन्द्रीय उत्पाद एवं सीमा शुल्क

MINISTRY OF FINANCE

(Department of Revenue)

**OFFICE OF THE CHIEF COMMISSIONER OF
CENTRAL EXCISE AND CUSTOMS**

Pune, the 25th May, 2010

No. 1/2010-Cus. (NT.)

S.O. 1520.—In exercise of the powers conferred by Notification No. 33/94-Cus (NT), dtd, 01-07-94 as amended by Notification No. 122/2004 Customs (N.T.) dated 25-10-2004 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi I, K.C. Singh, Chief Commissioner of Central Excise and Customs, Pune Zone, hereby declare village "Navse", Taluka-Dapoli, Dist, Ratnagiri, in the State of Maharashtra to be a Warehousing Station, under Section 9, of the Customs Act, 1962 (52 of 1962) for the purpose of setting up Customs Private Bonded Warehouse by M/s. Bharati Shipyard Ltd.

[F. No. VIII/48-04/W-Stn-Navse/PZ/10]

K. C. SINGH, Chief Commissioner Central
Excise and Customs

कार्यालय मुख्य आयकर आयुक्त, जयपुर

जयपुर, 7 जून, 2010

सं. 2/2010-11

का.आ. 1521.—आयकर नियम, 1962 के नियम 2सी ए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43वां) की धारा 10 के खण्ड (23सी) की उपधारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एतद्वारा निर्धारण वर्ष 2006-07 एवं आगे के लिए कथित धारा के उद्देश्य से "एस. एस. जैन सुबोध शिक्षा समिति, जयपुर" को स्वीकृति देते हैं बशर्ते कि समिति आयकर नियम 1962 के नियम 2सी ए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के खण्ड (23सी) की उपधारा (vi) के प्रावधानों के अनुरूप कार्य करें।

[क्रमांक:मुआआ/अआआ/(मु)/जय/10(23सी)(vi)/10-11/899]
मुकेश भान्ती, मुख्य आयकर आयुक्त

**OFFICE OF THE CHIEF COMMISSIONER OF
INCOME-TAX**

Jaipur, the 7th June, 2010

No. 2/2010-11

S.O. 1521.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-

Tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-Tax Rules, 1962 the Chief Commissioner of Income-Tax, Jaipur hereby approves "S. S. Jain Subodh Shiksha Samiti, Jaipur" for the purpose of said section for the A. Y. 2006-07 & onwards.

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-Tax Act, 1961 read with rule 2CA of the Income-Tax Rules, 1962.

[No. CCIT/JPR/Addl.CIT(Hqrs.)/10(23C)(vi)/2010-11/899]

MUKESH BHANTI, Chief Commissioner of Income Tax**सूचना और प्रसारण मंत्रालय**

नई दिल्ली, 3 जून, 2010

का.आ. 1522.—इस मंत्रालय की दिनांक 10-11-2009 की समसंख्यक अधिसूचना के क्रम में तथा चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 एवं 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार श्री बी. के. कृपलानी, ए 402, चंद्रेश दीप, वीरसावरकर नगर, निकट नैसी सेंट डिपो, बोरीवली (ई), मुम्बई-66 को तत्काल प्रभाव से 2 वर्षों की अवधि के लिए अथवा अगले आदेश होने तक इनमें से जो भी पहले घटित हो, केंद्रीय फिल्म प्रमाणन बोर्ड के मुम्बई सलाहकार पैनल का सदस्य नियुक्त करती है।

[फा. सं. 809/7/2009-एफ (सी)
अमिताभ कुमार, निदेशक (फिल्म)]

**MINISTRY OF INFORMATION AND
BROADCASTING**

New Delhi, the 3rd June, 2010

S.O. 1522.—In continuation of this Ministry's Notification of even number, dated 10-11-2009 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952), read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri B.K. Kripalani, A 402, Chandresh Deep, Veersavarkar Nagar, Near Nancy St. Depot, Borivali (E), Mumbai-66 as a member of the Mumbai Advisory panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/7/2009-F(C)]
AMITABH KUMAR, Director (Films)

नई दिल्ली, 3 जून, 2010

का.आ. 1523.—इस मंत्रालय की दिनांक 10-11-2009 की समसंख्यक अधिसूचना के क्रम में तथा चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 एवं 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार श्री सुनील शर्मा, वार्ड नं. 6, हाऊस नं. 129, गांधी नगर, हमीरपुर हिमाचल प्रदेश)-177001 को तत्काल प्रभाव से 2 वर्षों की अवधि के लिए अथवा अगले आदेश होने तक इनमें से जो भी पहले घटित हो, केंद्रीय फिल्म प्रमाणन बोर्ड के दिल्ली सलाहकार पैनल का सदस्य नियुक्त करती है।

[फा. सं. 809/8/2009-एफ (सी)
अमिताभ कुमार, निदेशक (फिल्म)

New Delhi, the 3rd June, 2010

S.O. 1523.—In continuation of this Ministry's Notification of even number, dated 10-11-2009 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952), read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri Sunil Sharma, Ward No. 6, House No. 129, Gandhi Nagar, Hamirpur (Himachal Pradesh)-177001 as a member of the Delhi Advisory panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F.No. 809/8/2009-F(C)]
AMITABH KUMAR, Director (Films)

कृषि मंत्रालय

(कृषि अनुसंधान एवं शिक्षा विभाग)

नई दिल्ली, 31 मई, 2010

का.आ. 1524.—केंद्रीय सरकार, कृषि अनुसंधान एवं शिक्षा विभाग, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली 1976 के नियम 10 के उपनियम (4) के अनुसरण में केंद्रीय अन्तः स्थलीय मात्स्यिकी अनुसंधान संस्थान, बैरकपुर (भ.क. अ.प.) के क्षेत्रीय केंद्र, इलाहाबाद, को जिसके 80 प्रतिशत कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

[फा. सं. 13-10/2009-हिंदी/174-178]
आर. चौधरी, अवर सचिव

MINISTRY OF AGRICULTURE (Department of Agricultural Research and Education)

New Delhi, the 31st May, 2010

S.O. 1524.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules 1976 the Central Government, Ministry of Agriculture, Department of Agricultural Research & Education hereby notifies the regional Centre, Allahabad of Central Inland Fisheries Research Institute (CIFRI), Barrakpur (ICAR) where more than 80% of staff have acquired the working knowledge of Hindi.

[No. 13-10/2009-Hindi/174-178]
R. CHAUDHARY, Under Secy.

(कृषि एवं सहकारिता विभाग)

नई दिल्ली, 3 जून, 2010

का.आ. 1525.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उपनियम (4) के अनुसरण में कृषि एवं सहकारिता विभाग, कृषि मंत्रालय के संबद्ध कार्यालय वनस्पति संरक्षण, संगरोध एवं संग्रह निदेशालय फरीदाबाद के अंतर्गत निम्नलिखित क्षेत्रीय कार्यालय को जिसके 80 प्रतिशत कर्मचारीवृन्द ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

केंद्रीय एकीकृत नाशीजीव प्रबंधन केंद्र,
डी.-9 एवं 10, नेहरु कॉलोनी,
देहरादून (उत्तराखंड)

[सं. 3-6/2004-हिंदी/नीति]
उमा गोयल, संयुक्त सचिव

(Department of Agriculture And Cooperation)

New Delhi, the 3rd June, 2010

S.O. 1525.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules 1976, the Central Government hereby notifies the following office which is under the administrative control of the Directorate of Plant Protection, Quarantine & Storage, Faridabad, an attached office of the Department of Agriculture and Cooperation, Ministry of Agriculture, whereof 80% staff have acquired the working knowledge of Hindi.

Central Integrated Pest Management,
D-9 & 10, Nehru Colony,
Dehradun (Uttarakhand)

[No. 3-6/2004-Hindi Neeti]
UMA GOEL, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 6 मई, 2010

का.आ. 1526.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किए गए हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	भामा 302-2-209 : 1994 घरेलू और समान विद्युत साधनों की सुरक्षा : भाग 2 विवरणात्मक अपेक्षाएं, अनुभाग 209 कम गति की खाद्य-प्रेषण मशीन	3, जनवरी 2010	31 जनवरी, 2010
2.	भामा 7603 : 1975 कम गति की खाद्य-प्रेषण मशीन की विशिष्टी	4, दिसम्बर 2009	31 दिसम्बर, 2009

इन भारतीय संशोधनों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002 क्षेत्रीय कार्यालयों : कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: ईटी-32/टी-105 व टी-50]

आर. के. त्रेहन, वैज्ञानिक 'एफ' एवं प्रमुख (विद्युत तकनीकी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 6th May, 2010

S.O. 1526.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards particulars of which are given in the Schedule hereto annexed has been issued :—

SCHEDULE

Sr. No.	No. & Year of the Indian Standards	No. & year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 302-2-209 (1994) Safety of Household and Similar Electrical Appliances	3, January 2010	31 January 2010
2.	IS 7603 : 1995 Specification for Low Speed Food Grinding Machines	4, December 2009	31 December 2009

Copies of these Amendments are available with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET-32/T-105 and T-50]

R. K. TREHAN, Sc. 'F' & Head (Electrotechnical)

नई दिल्ली, 3 जून, 2010

का.आ. 1527.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किए गए हैं :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 13098 : 1991 स्वचल वाहन वायवीय टायरों के लिए ट्यूब-विशिष्टी	संशोधन संख्या 2, अप्रैल 2010	30 अप्रैल, 2010
2.	आई एस 15266 : 2003 जल पोत निर्माण और समुद्र में प्रयोग हेतु संरचनाएं जल-पोत की आयताकार खिड़की के लिए गर्म की जाने वाली कांच फलक	संशोधन संख्या 1, मई 2010	31 मई, 2010

इस संशोधन की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002 क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ: टीईडी/जी-16]

टी. वी. सिंह, वैज्ञानिक 'एफ' एवं टी प्रमुख (टीईडी)

New Delhi, the 3rd June, 2010

S.O. 1527.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendments to the Indian Standards particulars of which are given in the Schedule hereto annexed has been issued :—

SCHEDULE

Sr. No.	No. & Year of the Indian Standards	No. & year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 13098 : 1991 Automotive vehicles-Tubes for pneumatic tyres-Specification	Amendment No. 2, April 2010	30, April 2010
2.	IS 15266 : 2003 Shipbuilding and marine structures-Heated glass panes for ships rectangular windows	Amendment No. 1, May 2010	31 May 2010

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkatta Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: TED/G-16]

T. V. SINGH, Sc. 'F' & Head (Transport Engg.)

नई दिल्ली, 7 जून, 2010

का. आ. 1528.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन लाइसेंसें के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भामासं.	भाग	अनु- भाग	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3610951	26-02-2010	मेसर्स केनिक्स पॉलीकंटेनर्स प्लॉट नं. एम-29, अतिरिक्त एमआयडीसी, तालुका सातारा, जिला सातारा, महाराष्ट्र	घूर्णित ढलवां पॉलीथिलीन जल भण्डारण टंकी	12701	-	-	1996
2.	3611751	26-02-2010	मेसर्स एरिस बेवरेजेज स.नं. 78/1, शेड नं. 7, ए/पी शिवने, तालुका हवेली जिला पुणे-411 023 महाराष्ट्र	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
3.	7989117	03-03-2010	मेसर्स पलक इंटरप्राइजेज प्लॉट नं. ए-16, सपना मैट के सामने धूत हास्पिटल के पास चिकलथाना एमआयडीसी जिला औरंगाबाद-431 005 महाराष्ट्र	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
4.	3613149	08-03-2010	मेसर्स गांधी ज्वैलर्स 30-ए, गोल्ड माइन गोविंद हलवाई चौक रविवार पेठ जिला पुणे-411 002 महाराष्ट्र	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी-शुद्धता एवं मुहरांकन	1417	-	-	1999
5.	3613250	09-03-2010	मेसर्स कैमप्लास्ट सनमार लि. गट संख्या 96 (1-9) देवरवाडी गांव तालुका चांदगड जिला कोल्हापुर-416 507 महाराष्ट्र	भूमिगत और बाहरी गंदे पानी की निकासी में प्रयोग के लिए अप्लास्टिक गैर दाबित पीवीसी. यू पाइप्स	15328	-	-	2003
6.	7999726	18-03-2010	मेसर्स सुयश अकुआ प्रा.लि. स.नं. 2, हिस्सा नं. 6 पूनावले तालुका मुलशी जिला पुणे-411 033 महाराष्ट्र	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
7.	3617258	24-3-2010	मेसर्स गुरुप्रकाश अकुआ प्लॉट नं. 14, हनुमान नगर तालुका हिंगोली, जिला हिंगोली महाराष्ट्र ।	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिशनल जल के अलावा)	14543	-	-	2004

[सं. सी एम डी/13:11]

सी. के. महेश्वरी, वैज्ञानिक 'जी' प्रमाणन

New Delhi, the 7th June, 2010

S.O. 1528.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following Schedule :

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name of address of the Party	Title of the Standard	IS No.	Part	Sec	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3610951	26-2-2010	M/s Phenix Polycontainers Plot No. M-29, Addl. MIDC Taluka Satara, District Satara, Maharashtra	Rotaional moulded polyethylene water storage tank	12701	-	-	1996
2.	3611751	26-2-2010	M/s Aries Beverages S.No. 78/1, Shed No. 7 A/P Shivne, Taluka Haveli District Pune-411 023 Maharashtra	Packaged drinking water (Other than packaged natural mineral water)	14543	-	-	2004
3.	7989117	3-3-2010	M/s Palak Enterprises Plot No. A-16 Opp. Sapna Mat Near Dhoot Hospital Chikalthana MIDC Aurangabad-431 005	Packaged drinking water (Other than packaged natural mineral water)	14543	-	-	2004
4.	3613149	8-3-2010	M/s Gandhi Jewellers 30, A Gold Mine Govind Halwai Chowk Raviwar Peth, Pune-411 002 Maharashtra	Gold and gold alloys, jewellery/artifacts- Fineness and marking	1417	-	-	1999
5.	3613250	9-3-2010	M/s Chemplast Sanmar Ltd. Gat No. 96 (1-9) Deverwadi Village Taluka Chandgad District Kolhapur-416 507 Maharashtra	Unplasticized non pressure PVC-U pies for use in underground drainage and sewerage system	15328	-	-	2003

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
6.	7999726	18-3-2010	M/s. Suyash Aqua Pvt. Ltd., S.No. 2, Hissa No. 6, Punawale, Taluka Mulshi, District Pune-411 033 Maharashtra	Packaged drinking water (Other than packaged natural mineral water)	14543	-	-	2004
7.	3617258	24-3-2010	M/s. Guruprakash Aqua, Plot No. 14, Hanuman Nagar, Taluka Hingoli, District Hingoli	Packaged drinking water (Other than packaged natural mineral water)	14543	-	-	2004

[No. CMD/13: 11]

C. K. MAHESHWARI, Scientist-"G" (Certification)

कोयला मंत्रालय

नई दिल्ली, 7 अप्रैल, 2010

का. आ. 1529.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा-3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र, भाग-II, खंड-3, उप-खंड (ii), तारीख 24 जुलाई, 2004 में प्रकाशित भारत सरकार के तत्कालीन कोयला और खान मंत्रालय (कोयला विभाग) की अधिसूचना संख्यांक का.आ. 1732, तारीख 14 जुलाई, 2004 में निम्नलिखित संशोधन करती है।

2. उक्त अधिसूचना में—

सारणी में, क्रम संख्या 2 और उससे संबंधित स्तंभ 2 और स्तंभ 3 की प्रविष्टियों के सामने, निम्नलिखित क्रम संख्या और प्रविष्टियां रखी जाएंगी, अर्थात् :-

"क्र.सं. अधिकारी का नाम		सरकारी स्थानों के प्रवर्ग
1	2	3
2.	संपदा प्रबंधक, भारत कोकिंग कोल लिमिटेड, डाकघर-बीसीसीएल टाउनशिप, कोयला, नगर, धनबाद-826 005	झारखंड और पश्चिम बंगाल राज्य में भारत कोकिंग कोल लिमिटेड के स्थान या उनके द्वारा या उनकी ओर से पट्टे पर लिए गए स्थान जो मधुबन वाशरी, ई.डब्ल्यू, जोन, दुगधा वाशरी, सीसीडब्ल्यूओ कालोनी, भूली टाउनशिप प्रशासन, भूली एवं कार्मिक नगर कालोनी के नाम से ज्ञात हैं।

[फा. सं. 43022/2/2004-पीआरआईडब्ल्यू-1]

एम, शहाबुद्दीन, अवर सचिव

MINISTRY OF COAL

New Delh, the 7th April, 2010

S.O. 1529.—In exercise of the powers conferred by Section - 3 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (40 of 1971) the Central Government hereby makes the following amendments in the notification of the Government of India in the erstwhile Ministry of Coal and Mines (Department of Coal) number S.O. 1732, dated the 14th July, 2004, published in the Gazette of India, Part-II, Section 3, sub-section(ii), dated the 24th July, 2004, namely :—

2. In the said notification in the Table, against serial number 2 and the entries relating in columns 2 and 3, the following serial number and entries shall be substituted, namely :—

"Sl. No.	Designation of Officer	Categories of the Public premises
1	2	3
2.	Estate Manager, Bharat Coking Coal, Limited, P.O.-BCCL Township, Koyla Nagar, Dhanbad-826 005	Premises belonging to or taken on lease by or on behalf of Bharat Coking Coal Limited in the States of Jharkhand and West Bengal known as Madhuban Washery, EW Zone, Dugdha Washery, CCWO Colony, Bhuli Town Admn. Bhuli and Karmik Nagar Colony".

[F.No.43022/2/2004-PRIW-I]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 14 जून, 2010

का. आ. 1530.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में से कोयला अधिप्राप्त किए जाने की संभावना है;

अतः, अब केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अंतर्गत आने वाले रेखांक सं. सी-1(ई)III/जेजेआर/804-1009, तारीख 20 अक्टूबर, 2009 का निरीक्षण, वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल ईस्टेट, सिविल लाईन्स, नागपुर-440 001 (महाराष्ट्र) के कार्यालय में या मुख्य महाप्रबंधक (एक्सप्लोरेशन प्रभाग), केन्द्रीय खान योजना और डिजाइन संस्थान, गोंडवाना प्लेस, काँके रोड, राँची के कार्यालय में या कोयला नियंत्रक, 1, काउन्सिल हाऊस स्ट्रीट, कोलकाता के कार्यालय में और जिला कलेक्टर चंद्रपुर और कलेक्टर यवतमाल (महाराष्ट्र) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अंतर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिनों के भीतर, मुख्य महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, वणी क्षेत्र, पो. तडाली, जिला चंद्रपुर (महाराष्ट्र) या महाप्रबंधक (भूरा), वेस्टर्न कोलफील्ड्स लिमिटेड, राजस्व विभाग, कोल ईस्टेट, सिविल लाईन्स, नागपुर-440 001 (महाराष्ट्र) को भेजेंगे।

अनुसूची

बेलोरा-नायगाव डीप ओपनकास्ट प्रोजेक्ट

वणी क्षेत्र जिला चंद्रपुर (महाराष्ट्र)

(रेखांक सं. सी-1(ई)III/जेजेआर/804-1009, तारीख 20 अक्टूबर, 2009)

ब्लॉक-1

क्रम संख्या	ग्राम का नाम	पटवारी सर्कल संख्या	तहसील	जिला	क्षेत्रफल, हेक्टर में	टिप्पणियां
1.	बेलसनी	02	चंद्रपुर	चंद्रपुर	144.76	भाग
2.	बेलोरा	102	वणी	यवतमाल	11.80	भाग

कुल क्षेत्र : 156.56 हेक्टर (लगभग)

या 386.86 एकड़ (लगभग)

ब्लॉक-II

क्रम संख्या	ग्राम का नाम	पटवारी सर्कल संख्या	तहसील	जिला	क्षेत्रफल, हेक्टर में	टिप्पणियाँ
1.	बेलोरा	102	वणी	चंद्रपुर	40.61	भाग
2.	कुंभारी	104	वणी	यवतमाल	97.39	भाग

कुल क्षेत्र : 138.00 हेक्टर (लगभग)

या 341.00 एकड़ (लगभग)

ब्लॉक-I	+	ब्लॉक-II	=	कुल क्षेत्रफल
156.56	+	138.00	=	294.56 हेक्टर (लगभग)
		या		
386.86	+	341.00	=	727.86 एकड़ (लगभग)

सीमा वर्णन :—

ब्लॉक-I

- क-ख रेखा ग्राम बेलसनी में बिन्दु 'क' से आरंभ होती है और वर्धा नदी के किनारे से होती हुई गुजरती है और बिन्दु 'ख' पर मिलती है।
- ख-ग रेखा ग्राम बेलसनी और ग्राम बेरोला की सम्मिलित ग्राम सीमा से होती हुई गुजरती है और बिन्दु 'ग' पर मिलती है।
- ग-घ-ङ रेखा ग्राम बेलसनी में बिन्दु 'घ' के पास से गुजरती हुई नाले के साथ होती हुई गुजरती है और बिन्दु 'ङ' पर मिलती है।
- ङ-क रेखा ग्राम बेलसनी से होकर गुजरती है और आरंभिक बिन्दु 'क' पर मिलती है।

ब्लॉक-II

- च-छ-ज रेखा ग्राम बेलोरा में बिन्दु 'च' से आरंभ होती है और ग्राम बेलोरा में बिन्दु 'छ' के पास से गुजरती हुई ग्राम बेलोरा और ग्राम कुंभारी की सम्मिलित ग्राम सीमा पर बिन्दु 'ज' पर मिलती है।
- ज-झ रेखा ग्राम कुंभारी से होकर गुजरती है और बिन्दु 'झ' पर मिलती है।
- झ-ञ रेखा ग्राम कुंभारी में वर्धा नदी के किनारे से साथ-साथ गुजरती हुई बिन्दु 'ञ' पर मिलती है।
- ञ-ट रेखा ग्राम कुंभारी से होकर गुजरती है और ग्राम कुंभारी और ग्राम बेलोरा की सम्मिलित ग्राम सीमा पर बिन्दु 'ट' पर मिलती है।
- ट-च रेखा ग्राम बेलोरा से होकर गुजरती है और आरंभिक बिन्दु 'च' पर मिलती है।

[फा. सं. 43015/07/2010-पीआरआईडब्ल्यू-1]

एम, शहाबुद्दीन, अवर सचिव

New Delhi, the 14th June, 2010

S. O. 1530.—Whereas, it appears to the Central Government that Coal is likely to be obtained from the lands in the locality mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing number C-I (E)III/JJR/804-1009, dated the 20th October, 2009 of the area covered by this notification can be inspected at the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur - 440 001 (Maharashtra) or at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi or at the office of the Coal Controller, 1, Council House Street, Kolkata or at the office of the District Collector, Chandrapur and Collector Yavatmal (Maharashtra).

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Chief General Manager, Western Coalfields Limited, Wani Area, PO : Tadali, District Chandrapur (Maharashtra) or General Manager (Land & Revenue), Western Coalfields Limited, Revenue Department, Coal Estate, Civil Lines, Nagpur-440 00 1 (Maharashtra) within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

BELLORA-NAIGAON DEEP OPEN CAST PROJECT

WANI AREA

DISTRICT CHANDRAPUR (MAHARASHTRA)

[Plan number C-I (E)III/JJR/804-1 009, dated the 20th October, 2009]

Block - I

Sl. No.	Name of village	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1	Belsani	02	Chandrapur	Chandrapur	144.76	Part
2	Bellora	102	Wani	Yavatmal	11.80	Part

Total area: 156.56 hectares (approximately)

Or 386.86 acres (approximately)

Block - II

Sl. No.	Name of village	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1	Bellora	102	Wani	Chandrapur	40.61	Part
2	Kumbhari	104	Wani	Yavatmal	97.39	Part

Total area: 138.00 hectares (approximately)

Or 341.00 acres (approximately)

Block - I	+	Block - II	=	Total Area
156.56	+	138.00	=	294.56 hectares (approximately)
		Or		
386.86	+	341.00	=	727.86 acres (approximately)

Boundary description :—

Block—I

- A—B Line starts from Point 'A' in village Belsani and passes along with Bank of Wardha River and meets at Point 'B'.
- B—C Line passes along with the common village boundary of villages Belsani and Bellora and meets at Point 'C'.
- C—D—E Line passes through village Belsani and passes nearby Point 'D' and passes along the Nallah and meets at Point 'E'

E—A Line passes through village Belsani and meets at starting Point 'A'.

Block—II

F—G—H Line starts from Point 'F' in village Bellora and passes nearby Point 'G' through village Bellora and meets at Point 'H' on common village boundary of village Bellora and Kumbhari.

H—I Line passes through village Kumbhari and meets at Point 'I'.

I—J Line passes in village Kumbhari along the Bank of Wardha River and meets at Point 'J'.

J—K Line passes through village Kumbhari and meets at Point 'K' on common village Boundary of villages Kumbhari and Bellora.

K—F Line passes through village Bellora and meets at starting Point 'F'.

[F.No.43015/7/2010-PRIW-I]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 14 जून, 2010

का. आ. 1531.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में से कोयला अभिप्राप्त किए जाने की संभावना है;

अतः, अब केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/369, तारीख 05 जनवरी, 2010 का निरीक्षण, कलेक्टर, उमरिया, मध्य प्रदेश के कार्यालय में या कोयला नियंत्रक, 1, काऊंसिल हाऊस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड राजस्व अनुभाग, सीपत रोड, बिलासपुर-495006, छत्तीसगढ़ के कार्यालय में किया जा सकता है।

इस अधिसूचना के अंतर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी या विभागाध्यक्ष, राजस्व, साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड सीपत रोड, बिलासपुर-495006, छत्तीसगढ़ को भेजेंगे।

अनुसूची

**विन्ध्या डिपिलरिंग ब्लॉक-II, जोहिला क्षेत्र
जिला-उमरिया (म.प्र.)**

(रेखांक सं. एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/369, तारीख 05 जनवरी, 2010 (पूर्वोक्षण के लिए अधिसूचित भूमि दर्शाते हुए)

क्रम संख्या	ग्राम का नाम	जनरल नम्बर	पटवारी हलका नम्बर	तहसील	जिला	क्षेत्रफल, हेक्टर में	टिप्पणियां
1.	डगडौआ	290	102	बांधवगढ़	उमरिया	100.184	भाग
2.	महुरा	577	53	बांधवगढ़	उमरिया	94.093	भाग

कुल योग : 194.277 हेक्टर (लगभग)

या 408.06 एकड़ (लगभग)

सीमा वर्णन :

क-ख-ग-घ-ङ रेखा ग्राम डगडौआ में बिन्दु 'क' से आरंभ होती है और ग्राम डगडौआ, बिन्दु 'ख', 'ग', 'घ' से होती हुई ग्राम महुरा में प्रवेश कर बिन्दु 'ङ' पर मिलती है।

ङ-च रेखा ग्राम महुरा के मध्य भाग से होती हुई बिन्दु 'च' पर मिलती है।

च-छ रेखा ग्राम महुरा के पूर्वी भाग से होती हुई बिन्दु 'छ' पर मिलती है।

- छ-ज-झ रेखा ग्राम महुरा के दक्षिणी भाग तथा बिन्दु 'ज' से होती हुई बिन्दु 'झ' पर मिलती है ।
 झ-ञ रेखा ग्राम महुरा से होती हुई ग्राम डगडौआ में प्रवेश कर बिन्दु 'जं' पर मिलती है ।
 ज-ट-क रेखा ग्राम डगडौआ के मध्य भाग तथा बिन्दु 'ट' से होती हुई आरंभिक बिन्दु 'क' पर मिलती है ।

[फा. सं. 43015/4/2010-पीआरआईडब्ल्यू-1]

एम, शहाबुद्दीन, अवर सचिव

New Delhi, the 14th June, 2010

S. O. 1531.—Whereas, it appears to the Central Government that Coal is likely to be obtained from the lands mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing number: SECL/BSP/GM(PLG)/Land/369 dated the 5th January, 2010 of the area covered by this notification can be inspected at the Office of the Collector, Umaria, Madhya Pradesh or at the Office of the Coal Controller, 1, Council House Street, Kolkata-700001 or at the Office of the South Eastern Coalfields Limited, Revenue Section, Seepat Road, Bilaspur-495006, Chhatisgarh.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the Officer-in-Charge or Head of the Department, (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur-495 006, Chhatisgarh, within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE**VINDHYA DEPILLARING BLOCK-II, JOHILLA AREA****DISTRICT-UMARIA (M.P.)**

Plan number SECL/BSP/GM(PLG)/Land/369 dated the 5th January, 2010 (Showing the land notified for prospecting)

Sl. No.	Name of village	General number	Patwari Halka number	Tahsil	District	Area in hectares	Remarks
1	Dagdauwa	290	102	Bandhogarh	Umaria	100.184	Part
2	Mahura	577	53	Bandhogarh	Umaria	94.093	Part

Total : 194.277 hectares (approximately)

Or 480.06 acres (approximately)

BOUNDARY DESCRIPTION:

- A-B-C-D-E Line start from point 'A' in village Dagdauwa and passes through village Dagdauwa, point 'B', 'C', 'D' then enter in village Mahura and meets at point 'E'.
 E-F Line passes through middle part of village Mahura and meets at point 'F'.
 F-G Line passes through eastern part of village Mahura and meets at point 'G'.
 G-H-I Line passes through southern part of village Mahura, point 'H' and meets at point 'I'.
 I-J Line passes in village Mahura then enter in village Dagdauwa and meets at point 'J'.
 J-K-A Line passes through middle part of village Dagdauwa, point 'K' and meets at starting point 'A'.

[F. No. 43015/4/2010-PRIW-I]

M. SHAHABUDEEN, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 8 जून 2010

का. आ. 1532.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि, मैसर्स रिलायंस इंडस्ट्रीज लिमिटेड के आंध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिसटिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-बासुदेवपुर-हावड़ा गैस पाइपलाइन बिछाई जानी चाहिए;

और भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है। और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा (3) की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री के. गंगाचलम, सक्षम प्राधिकारी, मैसर्स रिलोजिसटिक्स इन्फ्रास्ट्रक्चर लिमिटेड, न. 67-11-21/2, साविसुजा, न्यु सेंचुरी पब्लिक स्कूल के सामने, एल बी नगर, काकिनाडा-533003, पूर्वी गोदावरी जिला, आन्ध्र प्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/ तेहसिल/ तालुक :सब्बावरम		जिला :विशाखापटनम		राज्य : आन्ध्र प्रदेश	
गाँव का नाम	सर्वे सं / सब डिविजन सं	आर.ओ.यू अर्जित करने के लिए क्षेत्रफल			
		हेक्टेयर	एयर	सि एयर	
1	2	3	4	5	
1) सब्बावरम	288/1ए	00	00	78	
	288/2	00	34	95	
	289	00	21	68	
	293/1	00	01	45	
	422	00	05	64	
	425	00	03	76	
	426	00	13	17	
2) अन्टाकापल्ले	655/3	00	17	07	
	655/4	00	12	54	
	655/5	00	36	50	
	646	00	04	43	
	653/20	00	03	83	
	653/21	00	07	69	
	653/22	00	07	93	
	653/23	00	00	70	
	653/24	00	01	12	
	653/28	00	17	10	
	634/1	00	00	86	
	634/2	00	02	65	
	634/3	00	11	80	
	634/4	00	00	18	
	634/9	00	05	91	
	635/1	00	00	67	
	635/2	00	03	29	
	635/3	00	00	17	
	635/6	00	01	54	
	635/7	00	03	47	
	635/8	00	00	14	
	636/5	00	00	17	
	636/6	00	01	13	
	636/7	00	10	99	
	636/12	00	00	43	
	636/14	00	02	33	
	636/15	00	03	32	
	636/16	00	04	36	
	636/17	00	00	62	
	636/19	00	12	32	

1	2	3	4	5
2) अन्टाकाफले (निरंतर)	636/20	00	06	35
	637/14	00	00	10
	637/15	00	08	49
	637/16	00	02	36
	637/26	00	11	72
	618/1	00	48	65
	618/4	00	39	32
	611/12	00	02	32
	610/3	00	07	86
	610/4	00	09	20
	610/5	00	15	43
	610/6	00	01	22
	589	00	00	62
	619	00	07	90
	588/17	00	00	24
	588/18	00	03	11
	588/19	00	04	71
	588/20	00	00	25
	588/21	00	03	97
	588/27	00	00	15
	588/29	00	05	89
	588/30	00	04	08
	588/31	00	04	95
	588/32	00	03	37
	588/33	00	00	12
	588/36	00	00	63
	588/37	00	00	20
	588/38	00	07	80
	588/39	00	00	10
	587/1	00	01	53
	587/2	00	16	94
	587/3	00	09	38
	587/4	00	05	18
	587/5	00	00	88
	585/7	00	00	35
	585/18	00	04	00
	585/19	00	07	74
	585/20	00	04	67
	585/21	00	05	23
	585/22	00	05	10
	585/23	00	02	35
	582/1	00	08	06

1	2	3	4	5
2) अन्दाकापल्ले (निरंतर)	582/2	00	04	90
	582/3	00	00	10
	582/4	00	01	54
	581/4	00	01	25
	581/5	00	03	93
	581/6	00	05	81
	581/7	00	03	90
	581/8	00	04	67
	581/9	00	02	88
	581/10	00	01	76
	581/11	00	00	23
	581/12	00	04	45
	581/13	00	01	20
	579/4	00	00	10
	579/5	00	02	93
	579/11	00	00	73
	579/13	00	00	58
	580	00	31	35
	578	00	06	54
	577/13	00	03	93
	577/17	00	00	15
	577/30	00	00	96
	577/31	00	01	28
	577/32	00	00	10
	577/33	00	02	08
	577/34	00	03	00
	577/35	00	00	10
	577/36	00	00	53
	577/42	00	00	80
	577/43	00	03	10
	577/44	00	12	32
	577/45	00	09	19
	577/46	00	01	75
	577/47	00	00	10
	577/48	00	00	62
	577/49	00	02	26
	577/50	00	00	97
	577/51	00	03	77
	577/52	00	01	31
	577/53	00	01	56
	577/54	00	01	14
	577/55	00	00	85

1	2	3	4	5
2) अन्टाकापल्ले (निरंतर)	577/56	00	00	90
	577/57	00	01	00
	577/58	00	00	92
	577/64	00	02	51
	577/65	00	03	79
	577/66	00	00	10
	555/2	00	41	39
	509/9	00	02	26
	509/19	00	10	63
	509/20	00	04	69
	509/22	00	02	02
	509/23	00	04	20
	509/24	00	01	15
	509/25	00	00	74
	509/26	00	01	06
	509/27	00	02	40
	509/28	00	05	59
	509/29	00	03	14
	509/30	00	02	83
	509/31	00	00	22
	509/34	00	00	10
	509/41	00	01	86
	509/42	00	02	21
	509/43	00	03	89
	509/44	00	04	71
	509/45	00	13	33
	510/8	00	02	41
	510/9	00	07	62
	554/2	01	02	74
	541/1	00	31	95
	542/1	00	21	24
	516	00	07	74
	519/2	00	00	57
	519/3	00	03	89
	519/4	00	02	32
	519/5	00	01	87
	520/7	00	00	10
	520/16	00	02	56
	518/2	00	00	34
	518/4	00	01	48
	518/5	00	03	77
	518/6	00	06	61

1	2	3	4	5
2) अन्टाकापल्ले (निरंतर)	518/7	00	07	17
	518/8	00	03	76
	517/1	00	01	37
	517/2	00	00	10
	522/22	00	00	62
	522/27	00	00	25
	522/28	00	09	81
	522/29	00	15	98
	522/30	00	05	30
	522/31	00	10	81
	522/32	00	01	04
	522/34	00	00	70
	533	00	11	96
	534	00	03	93
	535/6	00	00	61
	535/7	00	09	95
	535/8	00	00	10
	535/9	00	05	54
	535/4	00	02	36
	535/10	00	07	41
	535/11	00	21	43
	535/12	00	02	90
	535/13	00	00	10
	535/14	00	12	57
3) गुल्लिपल्लि	168/8	00	02	44
	168/14	00	24	22
	168/6	00	00	29
	168/5	00	01	07
	171/4	00	02	72
	171/3	00	02	12
	171/2	00	22	99
	170/1	00	08	63
	170/2	00	00	20
	171/1	00	00	51
	220	00	07	46
	217/16वी	00	00	10
	217/16ए	00	00	60
	218/1	00	13	01
	218/2	00	04	58
	218/3	00	06	35
	218/4	00	01	67
	218/5	00	00	31

1	2	3	4	5
3) गुल्लिपल्लि (निरंतर)	217/5	00	01	57
	217/6	00	02	24
	217/9	00	03	87
	217/4	00	00	13
	217/7	00	02	50
	217/8	00	02	75
	380/13	00	03	31
	380/14	00	08	30
	380/15	00	04	13
	380/21ए	00	00	10
	380/16	00	16	46
	380/17	00	07	46
	380/18	00	01	99
	380/4वी	00	04	10
	380/4सी	00	00	10
	366	00	30	93
	379	00	67	09
	215	00	16	53
	192	00	08	28
	193	00	32	10
	195	00	18	76
	377/16	00	00	10
	377/17	00	01	15
	377/18	00	01	11
	377/19	00	01	18
	377/20	00	00	76
	377/21	00	04	94
	377/22	00	01	63
	377/23ए	00	00	10
	377/12वी	00	01	85
	377/24	00	04	36
	377/25ए	00	04	95
	377/25वी	00	01	07
	377/5	00	00	16
	377/4सी	00	01	15
	377/4वी	00	00	29
	377/26	00	03	41
	377/27	00	04	17
	377/28वी	00	00	10
	377/28ए	00	00	28
	194	00	51	97
	197/4	00	00	10

1	2	3	4	5
3) गुल्लिपल्लि (निरंतर)	197/3	00	00	10
	197/2	00	03	55
	197/1	00	06	31
4) भोगलिपुरम	84/5	00	02	47
	84/12	00	12	04
	84/13	00	05	28
	84/11ए	00	01	72
	84/11बी	00	02	02
	84/14	00	03	25
	84/15	00	02	40
	85/1	00	12	60
	85/3	00	00	86
	85/2	00	00	37
	90/1	00	05	92
	90/2	00	05	35
	90/3	00	00	23
	92/18	00	02	77
	92/19	00	02	55
	90/4	00	02	82
	90/5	00	00	76
	92/20	00	02	67
	92/23	00	01	99
	92/22	00	02	66
	92/24	00	02	37
	93/26ए	00	07	17
	93/26बी	00	01	44
	93/24बी	00	00	39
	93/22	00	01	69
	249/1	00	03	24
	93/21	00	01	30
	93/23	00	00	10
	96/9	00	03	81
	249/2	00	00	53
	249/3	00	00	68
	249/4	00	00	99
	249/5	00	04	73
	249/15	00	00	10
	96/8	00	06	41
	96/7	00	10	89
	96/6	00	04	43
	96/5	00	00	88
	96/3	00	01	70

1	2	3	4	5
4) मोगलिपुरम (निरंतर)	96/2	00	04	61
	95/46	00	01	09
	95/49	00	00	10
	95/50	00	00	62
	98/1	00	06	20
	98/5	00	09	40
	95/52	00	01	19
	98/6	00	07	56
	102	00	05	32
	105/16	00	01	49
	105/17	00	01	43
	105/18	00	00	86
	105/19	00	00	85
	105/21	00	03	71
	105/20	00	01	67
	105/23	00	00	34
	105/22	00	06	90
	105/15	00	05	62
	105/27	00	18	80
	105/28	00	00	62
	105/26	00	00	78
	105/25	00	00	10
	105/29	00	03	77
	105/30	00	01	37
	108/17	00	00	11
	108/15	00	05	79
	108/16	00	00	80
	108/18	00	01	65
	108/23	00	04	78
	108/24	00	05	88
	108/21	00	00	56
	108/22	00	00	15
	108/26	00	09	27
	108/25	00	01	51
	113	00	18	76
	108/27	00	03	86
	115/3	00	06	58
	112/13	00	00	21
	112/15	00	01	45
	112/16	00	00	92
	112/17	00	00	91
	112/18ए	00	02	28

1	2	3	4	5
4) भोगलिपुरम (निरंतर)	112/5	00	03	00
	112/23	00	03	52
	112/22	00	02	40
	112/26	00	05	41
	112/21	00	00	60
	112/27	00	05	74
	112/28ए	00	05	41
	112/25बी	00	00	10
	112/33	00	00	10
	122/2	00	07	33
	112/29	00	04	34
	112/28बी	00	01	54
	112/30	00	02	17
	112/31	00	00	90
	112/32	00	00	52
	122/4	00	00	60
	122/5	00	00	54
	122/9	00	04	20
	122/6	00	00	13
	122/10	00	03	14
	122/8	00	06	38
	122/11	00	03	34
	123	00	01	84
	124/1	00	01	73
	124/2	00	02	16
	124/7	00	06	43
	124/8	00	02	92
	124/9	00	02	60
	124/10	00	03	55
	125/38बी	00	00	23
	125/39बी	00	02	02
	124/11	00	01	48
	125/41	00	03	25
	125/39ए	00	00	64
	125/40	00	01	25
	125/30सी	00	03	34
	125/42	00	00	31
	125/43	00	00	10
	125/30बी	00	01	62
	125/30ए	00	01	45
	125/31	00	01	15
	125/29बी	00	01	10

1	2	3	4	5
4) मोगलिपुरम (निरंतर)	125/27	00	05	83
	125/28बी	00	00	65
	128	00	00	16
	125/26	00	00	18
	125/15	00	00	96
	125/24	00	03	22
	125/25	00	04	52
	125/23	00	00	15
	125/21एफ	00	06	82
	125/21ई	00	01	47
	125/21सी	00	00	10
	129	00	28	65
	124/12ए	00	00	12
5) नारपाडु	84	01	71	06
	85	00	54	02
	89/8सी	00	01	28
	89/8ए	00	00	70
	89/8बी	00	03	50
	89/14ए	00	04	45
	89/10ए	00	02	62
	89/10बी	00	03	19
	89/14बी	00	01	10
	89/9	00	00	10
	89/13	00	03	99
	89/12	00	03	26
	89/11बी	00	01	05
	89/11ए	00	00	50
	89/15	00	00	10
	86/1	00	03	07
	88/20	00	04	87
	88/21	00	01	40
	88/22	00	00	36
	88/19	00	01	55
	88/23	00	01	78
	88/18	00	04	39
	88/17	00	05	36
	88/16	00	00	15
	88/1	00	00	22
	88/2	00	00	96
	88/3	00	01	89
	88/4	00	02	01
	88/5	00	01	61

1	2	3	4	5
5) नारपाडु (निरंतर)	88/6	00	01	85
	88/7	00	01	76
	88/8	00	00	63
	90	00	21	57
	93/4	00	00	13
	72	00	38	43
	71	00	06	99
	67	00	15	07
	68/7	00	11	07
	68/22/डी	00	01	47
	68/8	00	01	61
	68/19	00	01	68
	68/20	00	00	10
	68/18	00	03	80
	68/22ए	00	00	94
	68/17	00	03	52
	68/16	00	02	91
	68/15	00	03	77
	68/9बी	00	01	80
	59/32	00	00	10
	68/14	00	03	05
	59/27	00	01	16
	68/13	00	02	32
	58/38ए	00	00	10
	59/11	00	03	96
	59/10	00	04	52
	59/9	00	03	09
	59/8	00	02	33
	59/3	00	05	56
	59/7	00	00	10
	59/2	00	02	53
	59/1	00	00	25
	59/4	00	09	41
	59/5	00	00	68
	60/1	00	02	93
	61/20	00	00	80
	61/21	00	01	11
	61/13	00	00	73
	61/22	00	07	49
	61/23	00	00	91
	61/27	00	02	48
	61/24बी	00	03	65

1	2	3	4	5
5) नारपाडु (निरंतर)	61/24ए	00	00	10
	61/26	00	00	10
	61/25	00	07	83
	61/8	00	00	10
	61/9	00	01	23
	62/3	00	05	66
	62/2	00	01	48
	62/1	00	00	19
	62/4बी	00	00	95
	62/4ए	00	17	50
	40	00	01	72
	222	00	00	22
	43	00	52	58
	44/2	00	02	30
	44/5	00	06	73
	44/6	00	04	12
	44/7	00	01	91
	49/4	00	00	36
	44/4	00	05	73
	49/3	00	03	87
	49/6	00	03	41
	49/11	00	02	19
	49/1	00	00	10
	49/2	00	00	52
	49/7	00	01	30
	49/8	00	02	31
	49/9	00	02	50
	49/10	00	02	77
	49/12	00	03	56
	49/18	00	00	52
	49/17	00	04	02
	49/16	00	01	10
	49/14	00	02	00
	49/15	00	03	00
	49/19	00	01	67
	48	00	60	03
	161	00	00	60
	206/3	00	05	24
	162/6	00	05	69
	162/7	00	00	47
	162/5	00	04	81
	162/4	00	08	18

1	2	3	4	5
5) नारपाडु (निरंतर)	162/3	00	02	59
	162/2	00	06	90
	162/1	00	03	37
	168	01	81	16
6) दोंगमरि सीतारामपुरम	28	00	98	99
	29	00	72	11
	21	00	40	07
	15/16	00	01	64
	15/17	00	20	34
	15/14	00	13	74
	15/5	00	07	07
	15/6	00	13	70
	15/2	00	02	40
	15/7	00	04	87
	15/8	00	00	87
	13/7	00	02	44
	13/8	00	09	98
	13/9	00	03	73
	13/5	00	05	84
	13/4	00	34	95
	13/1	00	22	94
	3/2	00	08	72
	3/1	00	21	26
	5	00	27	14
	6	00	51	44
7) गालिभीमावरम	5/1डी	00	52	80
	5/8सी	00	05	20
	3	00	13	80
	4	00	00	10
	2	00	07	06
	1/2	00	27	66
	10	00	01	60
	1/1	00	08	98
	1/3ए	00	07	79
	1/3सी	00	04	35
	46	00	26	20
8) लंगिशेटिटपालेम	104/7.	00	20	85
	104/12	00	33	40
	104/8	00	06	23
	101/6	00	00	85
	101/7	00	11	37
	101/15	00	02	80

1	2	3	4	5
8) लघिशेडिटपालेम (निरंतर)	101/14	00	09	92
	101/16	00	00	28
	101/13	00	02	07
	101/10	00	06	47
	101/11	00	05	38
	101/12	00	00	86
	100/24	00	03	73
	100/26	00	06	72
	100/25	00	10	60
	102	00	00	10
	100/13	00	02	96
	100/12	00	03	21
	100/11	00	01	78
	100/10	00	01	10
	100/9	00	01	31
	100/7	00	00	10
	99	00	26	01
	48	00	25	46
	44	00	51	73
	45	00	40	42
	35	00	29	75
	36	00	40	33
	32	00	08	76
	31/1	00	00	21
	29	00	01	99
	26/3	00	00	10
	26/4	00	01	09
	26/5	00	04	21
	26/6	00	07	20
	26/9	00	00	10
	26/19	00	09	88
	26/20	00	14	48
	26/27	00	00	18
	26/22	00	04	21
	26/23	00	03	23
	26/24	00	01	98
	26/25	00	00	75
	26/21	00	13	89
	26/26	00	00	10
	25/2	00	00	10
	27	00	25	41
	28/1	00	65	46

1	2	3	4	5
8) लमिशेडिटपालेम (निरंतर)	28/2	00	00	10
9) गोडिवाडा	141	00	09	91
	153/3एफ	00	04	14
	153/4वी	00	10	04
	153/3ई	00	02	80
	153/3डी	00	00	32
	153/4ए	00	05	53
	153/4मी	00	02	20
	153/6मी	00	02	21
	153/6डी	00	00	17
	153/7मी	00	00	69
	143/1मी	00	00	77
	143/1ए	00	04	24
	143/1वी	00	02	52
	153/7वी	00	07	11
	143/2ए	00	02	61
	153/7ई	00	06	00
	153/7डी	00	00	46
	153/7एच	00	03	60
	153/7एफ	00	00	17
	153/7जी	00	05	85
	153/7आई	00	04	38
	153/8	00	00	26
	146/6	00	00	56
	146/7	00	11	10
	146/8	00	33	58
	146/9वी	00	00	20
	146/9ए	00	06	66
	146/10	00	00	84
	150/19	00	11	41
	150/18	00	04	23
	146/13ए	00	00	10
	149/1	00	02	80
	149/2	00	02	26
	149/3	00	02	74
	146/14वी	00	00	44
	146/14ए	00	07	68
	146/15ए	00	00	10
	100/5डी	00	05	24
	100/5ई	00	18	16
	101/1	00	19	00
	101/2	00	01	39

1	2	3	4	5
9) गोटियाडा (निरंतर)	10 1/3	00	09	55
	10 1/4	00	08	82
	10 1/5	00	02	70
	100/4बी	00	03	09
	100/4सी	00	10	17
	100/4डी	00	05	89
	100/4ई	00	04	09
	87	00	07	51
	10 2/1ए	00	00	35
	84/28	00	50	16
	83/3	00	31	51
	83/1	00	02	73
	83/2	00	00	12
	77/1	00	34	73
	82/8	00	06	58
	82/5	00	01	89
	82/7	00	01	19
	77/17	00	00	37
	77/2	00	11	17
	77/3	00	02	96
	77/4	00	00	15
	78	00	16	59
	74/13बी	00	01	22
	74/13ए	00	00	10
	74/14	00	04	86
	74/15	00	01	52
	74/16	00	00	56
	74/26	00	01	32
	74/25	00	02	12
	74/24	00	06	16
	74/23ए	00	00	28
	74/23बी	00	01	31
	74/30	00	00	97
	74/31	00	03	89
	74/32	00	03	24
	74/22	00	00	10
	74/33	00	02	40
	74/35डी	00	00	84
	74/39	00	00	36
	74/2डी	00	00	10
	74/40	00	00	10
	74/47	00	00	87

1	2	3	4	5
9) गोडिवाडा (निरंतर)	74/37/ए	00	02	31
	74/37/बी	00	00	10
	74/36	00	03	72
	74/34	00	00	40
	74/35ए	00	01	87
	74/3	00	08	30
	74/1सी	00	05	96
	74/2एफ	00	00	96
	74/1बी	00	06	49
	74/1ए	00	00	27
	75	00	02	68

[फा सं. एल.-14014/31/2010-जी.पी.]

स्नेह प्रभा मदान, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 8th June, 2010

S. O. 1532.— Whereas it appears to Government of India that it is necessary in public interest that for transportation of Natural Gas from Onshore Terminal at East Coast of Andhra Pradesh of M/s. Reliance Industries Limited to consumers in various parts of the country, Kakinada-Basudebpur-Howrah Pipeline should be laid by M/s. Relogistics Infrastructure Limited;

And whereás, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of Right of User therein for laying the pipeline under the land to Shri K. Gangachalam, Competent Authority, Relogistics Infrastructure Limited, D.No. 67-11-21/2 Savisuja, Opp. New Centuary Public School, L.B. Nagar, Kakinada – 533003, East Godavari District, Andhra Pradesh State.

Schedule

Mandal/Tehsil/Taluk:Sabbavaram		District:Visakhapatnam		State:ANDHRA PRADESH	
Village	Survey No./Sub-Division	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Sabbavaram	288/1A	00	00	78	
	288/2	00	34	95	
	289	00	21	68	
	293/1	00	01	45	
	422	00	05	64	
	425	00	03	76	
	426	00	13	17	
2) Antakapalle	655/3	00	17	07	
	655/4	00	12	54	
	655/5	00	36	50	
	646	00	04	43	
	653/20	00	03	83	
	653/21	00	07	69	
	653/22	00	07	93	
	653/23	00	00	70	
	653/24	00	01	12	
	653/28	00	17	10	
	634/1	00	00	86	
	634/2	00	02	65	
	634/3	00	11	80	
	634/4	00	00	18	
	634/9	00	05	91	
	635/1	00	00	67	
	635/2	00	03	29	
	635/3	00	00	17	
	635/6	00	01	54	
	635/7	00	03	47	
	635/8	00	00	14	
	636/5	00	00	17	
	636/6	00	01	13	
	636/7	00	10	99	
	636/12	00	00	43	
	636/14	00	02	33	
	636/15	00	03	32	
	636/16	00	04	36	
	636/17	00	00	62	
	636/19	00	12	32	

1	2	3	4	5
2) Antakapalle (Contd)	636/20	00	06	35
	637/14	00	00	10
	637/15	00	08	49
	637/16	00	02	36
	637/26	00	11	72
	618/1	00	48	65
	618/4	00	39	32
	611/12	00	02	32
	610/3	00	07	86
	610/4	00	09	20
	610/5	00	15	43
	610/6	00	01	22
	589	00	00	62
	619	00	07	90
	588/17	00	00	24
	588/18	00	03	11
	588/19	00	04	71
	588/20	00	00	25
	588/21	00	03	97
	588/27	00	00	15
	588/29	00	05	89
	588/30	00	04	08
	588/31	00	04	95
	588/32	00	03	37
	588/33	00	00	12
	588/36	00	00	63
	588/37	00	00	20
	588/38	00	07	80
	588/39	00	00	10
	587/1	00	01	53
	587/2	00	16	94
	587/3	00	09	38
	587/4	00	05	18
	587/5	00	00	88
	585/7	00	00	35
	585/18	00	04	00
	585/19	00	07	74
	585/20	00	04	67
	585/21	00	05	23
	585/22	00	05	10
	585/23	00	02	35
	582/1	00	08	06

1	2	3	4	5
2) Antakapalle (Contd)	582/2	00	04	90
	582/3	00	00	10
	582/4	00	01	54
	581/4	00	01	25
	581/5	00	03	93
	581/6	00	05	81
	581/7	00	03	90
	581/8	00	04	67
	581/9	00	02	88
	581/10	00	01	76
	581/11	00	00	23
	581/12	00	04	45
	581/13	00	01	20
	579/4	00	00	10
	579/5	00	02	93
	579/11	00	00	73
	579/13	00	00	58
	580	00	31	35
	578	00	06	54
	577/13	00	03	93
	577/17	00	00	15
	577/30	00	00	96
	577/31	00	01	28
	577/32	00	00	10
	577/33	00	02	08
	577/34	00	03	00
	577/35	00	00	10
	577/36	00	00	53
	577/42	00	00	80
	577/43	00	03	10
	577/44	00	12	32
	577/45	00	09	19
	577/46	00	01	75
	577/47	00	00	10
	577/48	00	00	62
	577/49	00	02	26
	577/50	00	00	97
	577/51	00	03	77
	577/52	00	01	31
	577/53	00	01	56
	577/54	00	01	14
	577/55	00	00	85

1	2	3	4	5
2) Antakapalle (Contd)	577/56	00	00	90
	577/57	00	01	00
	577/58	00	00	92
	577/64	00	02	51
	577/65	00	03	79
	577/66	00	00	10
	555/2	00	41	39
	509/9	00	02	26
	509/19	00	10	63
	509/20	00	04	69
	509/22	00	02	02
	509/23	00	04	20
	509/24	00	01	15
	509/25	00	00	74
	509/26	00	01	06
	509/27	00	02	40
	509/28	00	05	59
	509/29	00	03	14
	509/30	00	02	83
	509/31	00	00	22
	509/34	00	00	10
	509/41	00	01	86
	509/42	00	02	21
	509/43	00	03	89
	509/44	00	04	71
	509/45	00	13	33
	510/8	00	02	41
	510/9	00	07	62
	554/2	01	02	74
	541/1	00	31	95
	542/1	00	21	24
	516	00	07	74
	519/2	00	00	57
	519/3	00	03	89
	519/4	00	02	32
	519/5	00	01	87
	520/7	00	00	10
	520/16	00	02	56
	518/2	00	00	34
	518/4	00	01	48
	518/5	00	03	77
	518/6	00	06	61

1	2	3	4	5
2) Antakapalle (Contd)	518/7	00	07	17
	518/8	00	03	76
	517/1	00	01	37
	517/2	00	00	10
	522/22	00	00	62
	522/27	00	00	25
	522/28	00	09	81
	522/29	00	15	98
	522/30	00	05	30
	522/31	00	10	81
	522/32	00	01	04
	522/34	00	00	70
	533	00	11	96
	534	00	03	93
	535/6	00	00	61
	535/7	00	09	95
	535/8	00	00	10
	535/9	00	05	54
	535/4	00	02	36
	535/10	00	07	41
	535/11	00	21	43
	535/12	00	02	90
	535/13	00	00	10
	535/14	00	12	57
3) Gullipalli	168/8	00	02	44
	168/14	00	24	22
	168/6	00	00	29
	168/5	00	01	07
	171/4	00	02	72
	171/3	00	02	12
	171/2	00	22	99
	170/1	00	08	63
	170/2	00	00	20
	171/1	00	00	51
	220	00	07	46
	217/16B	00	00	10
	217/16A	00	00	60
	218/1	00	13	01
	218/2	00	04	58
	218/3	00	06	35
	218/4	00	01	67
	218/5	00	00	31

1	2	3	4	5
3) Gullipalli (Contd)	217/5	00	01	57
	217/6	00	02	24
	217/9	00	03	87
	217/4	00	00	13
	217/7	00	02	50
	217/8	00	02	75
	380/13	00	03	31
	380/14	00	08	30
	380/15	00	04	13
	380/21A	00	00	10
	380/16	00	16	46
	380/17	00	07	46
	380/18	00	01	99
	380/4B	00	04	10
	380/4C	00	00	10
	366	00	30	93
	379	00	37	09
	215	00	16	53
	192	00	08	28
	193	00	32	10
	195	00	18	76
	377/16	00	00	10
	377/17	00	01	15
	377/18	00	01	11
	377/19	00	01	18
	377/20	00	00	76
	377/21	00	04	94
	377/22	00	01	63
	377/23A	00	00	10
	377/12B	00	01	85
	377/24	00	04	36
	377/25A	00	04	95
	377/25B	00	01	07
	377/5	00	00	16
	377/4C	00	01	15
	377/4B	00	00	29
	377/26	00	03	41
	377/27	00	04	17
	377/28B	00	00	10
	377/28A	00	00	28
	194	00	51	97
	197/4	00	00	10

1	2	3	4	5
3) Gullipalli (Contd)	197/3	00	00	10
	197/2	00	03	55
	197/1	00	06	31
4) Mogalipuram	84/5	00	02	47
	84/12	00	12	04
	84/13	00	05	28
	84/11A	00	01	72
	84/11B	00	02	02
	84/14	00	03	25
	84/15	00	02	40
	85/1	00	12	60
	85/3	00	00	86
	85/2	00	00	37
	90/1	00	05	92
	90/2	00	05	35
	90/3	00	00	23
	92/18	00	02	77
	92/19	00	02	55
	90/4	00	02	82
	90/5	00	00	76
	92/20	00	02	67
	92/23	00	01	99
	92/22	00	02	66
	92/24	00	02	37
	93/26A	00	07	17
	93/26B	00	01	44
	93/24B	00	00	39
	93/22	00	01	69
	249/1	00	03	24
	93/21	00	01	30
	93/23	00	00	10
	96/9	00	03	81
	249/2	00	00	53
	249/3	00	00	68
	249/4	00	00	99
	249/5	00	04	73
	249/15	00	00	10
	96/8	00	06	41
	96/7	00	10	89
	96/6	00	04	43
	96/5	00	00	88
	96/3	00	01	70

1	2	3	4	5
4) Mogalipuram (Contd)	96/2	00	04	61
	95/46	00	01	09
	95/49	00	00	10
	95/50	00	00	62
	98/1	00	06	20
	98/5	00	09	40
	95/52	00	01	19
	98/6	00	07	56
	102	00	05	32
	105/16	00	01	49
	105/17	00	01	43
	105/18	00	00	86
	105/19	00	00	85
	105/21	00	03	71
	105/20	00	01	67
	105/23	00	00	34
	105/22	00	06	90
	105/15	00	05	62
	105/27	00	18	80
	105/28	00	00	62
	105/26	00	00	78
	105/25	00	00	10
	105/29	00	03	77
	105/30	00	01	37
	108/17	00	00	11
	108/15	00	05	79
	108/16	00	00	80
	108/18	00	01	65
	108/23	00	04	78
	108/24	00	05	88
	108/21	00	00	56
	108/22	00	00	15
	108/26	00	09	27
	108/25	00	01	51
	113	00	18	76
	108/27	00	03	86
	115/3	00	06	58
	112/13	00	00	21
	112/15	00	01	45
	112/16	00	00	92
	112/17	00	00	91
	112/18A	00	02	28

1	2	3	4	5
4) Mogalipuram (Contd)	112/5	00	03	00
	112/23	00	03	52
	112/22	00	02	40
	112/26	00	05	41
	112/21	00	00	60
	112/27	00	05	74
	112/28A	00	05	41
	112/25D	00	00	10
	112/33	00	00	10
	122/2	00	07	33
	112/29	00	04	34
	112/28B	00	01	54
	112/30	00	02	17
	112/31	00	00	90
	112/32	00	00	52
	122/4	00	00	60
	122/5	00	00	54
	122/9	00	04	20
	122/6	00	00	13
	122/10	00	03	14
	122/8	00	06	38
	122/11	00	03	34
	123	00	01	84
	124/1	00	01	73
	124/2	00	02	16
	124/7	00	06	43
	124/8	00	02	92
	124/9	00	02	60
	124/10	00	03	55
	125/38B	00	00	23
	125/39B	00	02	02
	124/11	00	01	48
	125/41	00	03	25
	125/39A	00	00	64
	125/40	00	01	25
	125/30C	00	03	34
	125/42	00	00	31
	125/43	00	00	10
	125/30B	00	01	62
	125/30A	00	01	45
	125/31	00	01	15
	125/29B	00	01	10

1	2	3	4	5
4) Kogalpuram (Contd)	125/27	00	05	83
	125/28B	00	00	65
	128	00	00	16
	125/26	00	00	18
	125/15	00	00	96
	125/24	00	03	22
	125/25	00	04	52
	125/23	00	00	15
	125/21F	00	06	82
	125/21E	00	01	47
	125/21C	00	00	10
	129	00	28	65
	124/12A	00	00	12
5) Narapadu	84	01	71	06
	85	00	54	02
	89/8C	00	01	28
	89/8A	00	00	70
	89/8B	00	03	50
	89/14A	00	04	45
	89/10A	00	02	62
	89/10B	00	03	19
	89/14B	00	01	10
	89/9	00	00	10
	89/13	00	03	99
	89/12	00	03	26
	89/11B	00	01	05
	89/11A	00	00	50
	89/15	00	00	10
	86/1	00	03	07
	88/20	00	04	87
	88/21	00	01	40
	88/22	00	00	36
	88/19	00	01	55
	88/23	00	01	78
	88/18	00	04	39
	88/17	00	05	36
	88/16	00	00	15
	88/1	00	00	22
	88/2	00	00	96
	88/3	00	01	89
	88/4	00	02	01
	88/5	00	01	61

1	2	3	4	5
5) Narapadu (Contd)	88/6	00	01	85
	88/7	00	01	76
	88/8	00	00	63
	90	00	21	57
	93/4	00	00	13
	72	00	38	43
	71	00	06	99
	67	00	15	07
	68/7	00	11	05
	68/22/D	00	01	47
	68/8	00	01	61
	68/19	00	01	68
	68/20	00	00	10
	68/18	00	03	80
	68/22A	00	00	94
	68/17	00	03	52
	68/16	00	02	91
	68/15	00	03	77
	68/9B	00	01	80
	59/32	00	00	10
	68/14	00	03	05
	59/27	00	01	16
	68/13	00	02	32
	58/38A	00	00	10
	59/11	00	03	96
	59/10	00	04	52
	59/9	00	03	09
	59/8	00	02	33
	59/3	00	05	56
	59/7	00	00	10
	59/2	00	02	53
	59/1	00	00	25
	59/4	00	09	41
	59/5	00	00	68
	60/1	00	02	93
	61/20	00	00	80
	61/21	00	01	11
	61/13	00	00	73
	61/22	00	07	49
	61/23	00	00	91
	61/27	00	02	48
	61/24B	00	03	65

1	2	3	4	5
5) Narapadu (Contd)	61/24A	00	00	10
	61/26	00	00	10
	61/25	00	07	83
	61/8	00	00	10
	61/9	00	01	23
	62/3	00	05	66
	62/2	00	01	48
	62/1	00	00	19
	62/4B	00	00	95
	62/4A	00	17	50
	40	00	01	72
	222	00	00	22
	43	00	52	58
	44/2	00	02	30
	44/5	00	06	73
	44/6	00	04	12
	44/7	00	01	91
	49/4	00	00	36
	44/4	00	05	73
	49/3	00	03	87
	49/6	00	03	41
	49/11	00	02	19
	49/1	00	00	10
	49/2	00	00	52
	49/7	00	01	30
	49/8	00	02	31
	49/9	00	02	50
	49/10	00	02	77
	49/12	00	03	56
	49/18	00	00	52
	49/17	00	04	02
	49/16	00	01	10
	49/14	00	02	00
	49/15	00	03	00
	49/19	00	01	67
	48	00	60	03
	161	00	00	60
	206/3	00	05	24
	162/6	00	05	69
	162/7	00	00	47
	162/5	00	04	81
	162/4	00	08	18

1	2	3	4	5
5) Narapadu (Contd)	162/3	00	02	59
	162/2	00	06	90
	162/1	00	03	37
	168	01	81	16
6) Dongamarri Sitarampuram	28	00	98	99
	29	00	72	11
	21	00	40	07
	15/16	00	01	64
	15/17	00	20	34
	15/14	00	13	74
	15/5	00	07	07
	15/6	00	13	70
	15/2	00	02	40
	15/7	00	04	87
	15/8	00	00	87
	13/7	00	02	44
	13/8	00	09	98
	13/9	00	03	73
	13/5	00	05	84
	13/4	00	34	95
	13/1	00	22	94
	3/2	00	08	72
	3/1	00	21	26
	5	00	27	14
	6	00	51	44
7) Galibhimavaram	5/1D	00	52	80
	5/8C	00	05	20
	3	00	13	80
	4	00	00	10
	2	00	07	06
	1/2	00	27	66
	10	00	01	60
	1/1	00	08	98
	1/3A	00	07	79
	1/3C	00	04	35
	46	00	26	20
8) Lagisettipalem	104/7	00	20	85
	104/12	00	33	40
	104/8	00	06	23
	101/6	00	00	85
	101/7	00	11	37
	101/15	00	02	80

1	2	3	4	5
8) Lagisetipalem (Contd)	101/14	00	09	92
	101/16	00	00	28
	101/13	00	02	07
	101/10	00	06	47
	101/11	00	05	38
	101/12	00	00	86
	100/24	00	03	73
	100/26	00	06	72
	100/25	00	10	60
	102	00	00	10
	100/13	00	02	96
	100/12	00	03	21
	100/11	00	01	78
	100/10	00	01	10
	100/9	00	01	31
	100/7	00	00	10
	99	00	26	01
	48	00	25	46
	44	00	51	73
	45	00	40	42
	35	00	29	75
	36	00	40	33
	32	00	08	76
	31/1	00	00	21
	29	00	01	99
	26/3	00	00	10
	26/4	00	01	09
	26/5	00	04	21
	26/6	00	07	20
	26/9	00	00	10
	26/19	00	09	88
	26/20	00	14	48
	26/27	00	00	18
	26/22	00	04	21
	26/23	00	03	23
	26/24	00	01	98
	26/25	00	00	75
	26/21	00	13	89
	26/26	00	00	10
	25/2	00	00	10
	27	00	25	41
	28/1	00	65	46

1	2	3	4	5
8) Lagisettipalem (Contd)	28/2	00	00	10
9) Gotivada	141	00	09	91
	153/3F	00	04	14
	153/4B	00	10	04
	153/3E	00	02	80
	153/3D	00	00	32
	153/4A	00	05	53
	153/4C	00	02	20
	153/6C	00	02	21
	153/6D	00	00	17
	153/7C	00	00	69
	143/1C	00	00	77
	143/1A	00	04	24
	143/1B	00	02	52
	153/7B	00	07	11
	143/2A	00	02	61
	153/7E	00	06	00
	153/7D	00	00	46
	153/7H	00	03	60
	153/7F	00	00	17
	153/7G	00	05	85
	153/7I	00	04	38
	153/8	00	00	26
	146/6	00	00	56
	146/7	00	11	10
	146/8	00	33	58
	146/9B	00	00	20
	146/9A	00	06	66
	146/10	00	00	84
	150/19	00	11	41
	150/18	00	04	23
	146/13A	00	00	10
	149/1	00	02	80
	149/2	00	02	26
	149/3	00	02	74
	146/14B	00	00	44
	146/14A	00	07	68
	146/15A	00	00	10
	100/5D	00	05	24
	100/5E	00	18	16
	101/1	00	19	00
	101/2	00	01	39

1	2	3	4	5
9) Gotivada (Contd)	101/3	00	09	55
	101/4	00	08	82
	101/5	00	02	70
	100/4B	00	03	09
	100/4C	00	10	17
	100/4D	00	05	89
	100/4E	00	04	09
	87	00	07	51
	102/1A	00	00	35
	84/28	00	50	16
	83/3	00	31	51
	83/1	00	02	73
	83/2	00	00	12
	77/1	00	34	73
	82/8	00	06	58
	82/5	00	01	89
	82/7	00	01	19
	77/17	00	00	37
	77/2	00	11	17
	77/3	00	02	96
	77/4	00	00	15
	78	00	16	59
	74/13B	00	01	22
	74/13A	00	00	10
	74/14	00	04	86
	74/15	00	01	52
	74/16	00	00	56
	74/26	00	01	32
	74/25	00	02	12
	74/24	00	06	16
	74/23A	00	00	28
	74/23B	00	01	31
	74/30	00	00	97
	74/31	00	03	89
	74/32	00	03	24
	74/22	00	00	10
	74/33	00	02	40
	74/35D	00	00	84
	74/39	00	00	36
	74/2D	00	00	10
	74/40	00	00	10
	74/47	00	00	87

1	2	3	4	5
9) Gotivada (Contd)	74/37/A	00	02	31
	74/37/B	00	00	10
	74/36	00	03	72
	74/34	00	00	40
	74/35A	00	01	87
	74/3	00	08	30
	74/1C	00	05	96
	74/2F	00	00	96
	74/1B	00	06	49
	74/1A	00	00	27
	75	00	02	68

[F. No. L-14014/31/2010-GP]
SNEH P. MADAN, Under Secy.

नई दिल्ली, 8 जून 2010

का. आ. 1533.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि, मैसर्स रिलायंस इंडस्ट्रीज लिमिटेड के आंध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-बासुदेबपुर-हावड़ा गैस पाइपलाइन बिछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री के. गंगाचलम, सक्षम प्राधिकारी, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, डोर नं. 67-11-21/2, साविसुजा, न्यु सेंचुरी पब्लिक स्कूल के सामने, एल.वी.नगर, काकिनाडा - 533 003, पूर्वी गोदावरी जिला, आन्ध्र प्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/ तेहसिल/ तालुक : आनंदपुरम	जिला : विशाखापट्टनम	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं / सब डिविज़न सं	आर.ओ.यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) बकुरुपालेम	56/1	00	17	32
	57	00	54	13
	60	00	03	91
	47/26	00	06	41
	47/25	00	00	51
	47/24	00	01	53
	47/23	00	04	25
	47/21	00	02	35
	47/20	00	00	59
	47/22	00	05	91
	47/17	00	01	53
	47/15	00	05	57
	47/14	00	04	00
	61/6	00	00	85
	61/3	00	03	47
	61/5	00	05	26
	61/7	00	00	83
	61/8	00	01	91
	61/9	00	01	09
	61/19	00	00	63
	61/10	00	02	61
	61/2	00	04	82
	61/1	00	00	83
	61/11	00	05	09
	61/12	00	00	69
	61/13	00	00	62
	62/18	00	05	43
	62/22	00	01	96
	62/21	00	01	44
	62/20	00	01	55
	62/19	00	01	50
	62/17	00	00	54
	62/16	00	01	89
	62/29	00	02	34
	62/15	00	02	44
	62/14	00	03	47
	62/13	00	00	97

1	2	3	4	5
1) बकुलपालेम (निरंतर)	62/12	00	00	91
	62/10	00	06	89
	62/8	00	01	66
	62/7	00	05	89
	62/5	00	01	21
	62/6	00	07	13
	63/24	00	03	22
	63/23	00	01	10
	63/25	00	03	90
	63/26	00	01	32
	63/17	00	01	55
	63/27	00	01	58
	63/28	00	10	13
	63/16	00	09	44
	63/13	00	05	81
	63/14	00	05	51
	63/7	00	01	18
	63/6	00	02	07
	63/5	00	01	94
	63/4	00	02	57
	63/15	00	00	10
	63/3	00	06	89
	63/2	00	02	72
	63/1	00	07	05
	64/1	00	01	27
	41/36	00	01	30
	41/35	00	01	23
	41/34	00	00	23
	41/14	00	06	81
	41/13	00	05	38
	41/12	00	09	94
	41/11	00	02	26
	41/10	00	01	41
	41/9	00	01	08
	41/8	00	02	14
	41/7	00	05	91
	41/6	00	02	97
	66	00	00	75
	65/8	00	28	69
	65/5	00	10	67
	65/4	00	13	00
	65/2	00	10	78

1	2	3	4	5
1) बकुलपालेम (निरंतर)	65/1	00	02	47
	67	00	18	06
	38/7	00	06	66
	38/6	00	00	17
	38/3	00	28	36
	38/4	00	10	53
	38/1	00	11	68
	68	00	99	65
2) कुसुलुवाडा	104	01	55	93
	98	00	49	73
	106	00	24	00
	140	00	84	65
	133	00	37	79
	138	00	36	64
	136	00	74	57
	133	01	34	91
	129/7	00	00	10
	129/8	00	05	32
	129/9	00	00	18
	129/10	00	20	34
	129/11	00	00	23
	129/12	00	06	14
	129/13	00	08	43
	130/1	00	04	26
	128/10	00	21	59
	127	00	01	50
	125/2	00	00	10
	125/3	00	14	19
	125/5	00	10	59
	125/6	00	06	74
	125/7	00	09	49
	125/8	00	00	11
	156/10	00	02	67
	156/11	00	00	10
	156/12	00	02	62
	156/13	00	01	45
	156/14	00	00	43
	156/15	00	06	67
	156/16	00	10	54
	156/17	00	03	02
	156/19	00	01	47
	156/20	00	09	18

1	2	3	4	5
2) कुसुलवाडा (निरंतर)	156/21	00	02	70
	156/22	00	01	54
	156/23	00	01	09
	156/24	00	08	27
	156/25	00	00	10
	157/1	00	02	86
	157/2	00	02	52
	157/3	00	04	58
	157/4	00	02	01
	157/5	00	01	20
	157/6	00	07	59
	157/11	00	00	17
	157/12	00	00	90
	157/13	00	00	10
	212	00	01	21
	210	00	52	16
	209	00	13	38
	208	00	25	11
	207	00	03	16
	206/1	00	09	68
	203	00	82	22
	204	00	04	60
	201/1	00	00	75
	201/2	00	36	70
	200	00	15	80
	189/2	00	18	83
	189/2/1	00	07	38
	189/3	00	00	37
	189/4	00	06	04
	189/5	00	02	94
	189/6	00	04	96
	189/7	00	03	89
	189/8	00	01	69
	189/9	00	00	15
	189/12	00	07	84
	190	00	01	28
	185/4	00	00	10
	185/5	00	01	26
	185/8	00	01	27
	188/1	00	06	19
	188/2	00	10	25
	185/9	00	00	10

1	2	3	4	5
2) कुसुलुवाडा (निरंतर)	185/10	00	35	63
	186/1/ए	00	12	61
	186/1/बी	00	11	29
	186/4	00	00	51
3) बोनि	195	00	35	25
	177	00	11	80
	148	00	13	27
	141	00	16	11
	140	00	20	60
मंडल/ तेहसिल/ तालुक उपमानाभाम	जिला विशाखापदनम	राज्य आन्ध्र प्रदेश		
1) पन्डनी	305	01	06	54
	269/2	00	69	51
	269/1	00	01	58
	265	00	00	68
	264/2	00	38	48
	271/2	00	00	30
	271/1	00	12	13
	264/1	00	07	44
	272	00	03	59
	260/3	00	15	39
	260/1	00	18	89
	261/5	00	40	66
	261/4	00	00	10
	261/1	00	01	26
	261/6	00	01	76
	257/1	00	00	10
	130/3	00	02	71
	130/7	00	07	69
	131/12	00	01	71
	131/11	00	03	72
	131/10	00	07	03
	131/13	00	03	69
	131/14	00	01	52
	131/9	00	01	42
	131/8	00	00	10
	131/5	00	02	57
	131/6	00	00	16
	131/4	00	03	80
	131/18	00	00	12
	131/3	00	06	24
	131/1	00	00	78
	131/2	00	34	36
	142/2	00	02	05

1	2	3	4	5
1) पन्डनी (निरंतर)	134/1	00	18	55
	135	00	60	02
	140/17	00	00	53
	140/16	00	00	10
	136/9	00	02	36
	136/7	00	10	42
	136/10	00	01	26
	136/8	00	01	61
	136/6	00	17	96
	136/5	00	06	09
	136/4	00	11	24
	137	00	04	21
	169/17	00	00	36
	169/15	00	04	54
	169/16	00	00	41
	169/19	00	00	10
	169/14	00	00	25
	169/12	00	02	82
	169/1बी	00	03	58
	169/11	00	03	86
	169/2ए	00	07	35
	169/1ए	00	02	38
	169/3ए	00	00	40
	169/4	00	00	16
	168	00	03	91
	159/3	00	00	81
	159/4	00	26	58
	159/5	00	05	22
	159/9	00	11	03
	159/8	00	18	18
	161/6	00	10	59
	159/7	00	00	20
	161/5	00	03	59
	161/4	00	19	80
	161/1	00	06	08
	161/2	00	12	16
	161/3	00	05	15
	118	00	22	75
	162/1	00	23	77
	162/2	00	23	77
	117/1	00	02	06
	117/12	00	05	60

1	2	3	4	5
1) पन्डनी (निरंतर)	117/9	00	06	19
	117/8	00	06	65
	117/7	00	02	55
	117/6	00	03	76
	117/3	00	02	15
	117/2	00	00	63
	117/4	00	01	91
	117/5	00	00	90
	112/12	00	01	15
	112/11	00	00	10
	112/13	00	09	65
	112/8	00	08	96
	112/7	00	03	50
	111/1	00	19	82
	112/6	00	02	22
	112/3	00	01	32
	111/2	00	07	06
	114	00	00	10
	113	00	05	44
	99/1	00	22	63
	100/21	00	13	65
	101/2	00	13	69
	101/1	00	09	57
	101/3	00	01	76
	101/4	00	17	16
	101/5	00	06	13
	101/8	00	06	99
	102	00	00	80
	87	00	02	51
	86	00	36	63
	88/4	00	13	86
	88/5	00	25	85
	89/2	00	01	46
	81	00	05	03
	85/1	00	08	75
	82	01	01	56
	83	00	06	29
	85/4	00	02	72
	36	00	33	98
2) वेन्कटापुरम	42/1	00	06	82
	42/6	00	01	42
	42/7	00	07	88

1	2	3	4	5
2) वेन्कटापुरम (निरंतर)	42/8	00	08	01
	41/4	00	05	63
	41/3	00	06	80
	41/5	00	05	45
	41/2	00	03	89
	41/1	00	01	33
	41/6	00	09	54
	41/7	00	01	44
	41/8	00	04	25
	41/9	00	00	96
	41/10	00	00	42
	41/11	00	00	49
	40/16	00	00	53
	40/17	00	13	79
	5	00	63	14
	3	00	07	20
	2/22	00	00	10
	2/23	00	07	39
	2/19	00	00	81
	2/18	00	00	10
	40/1	00	10	82
	4	00	00	62
3) कोराडा	241	00	18	77
	242	00	29	70
	254	00	12	08
	253/8	00	04	08
	253/9	00	08	52
	253/10	00	00	52
	253/13	00	01	44
	253/14	00	00	10
	253/7	00	08	82
	253/6	00	05	87
	252/1	00	30	46
	252/2	00	31	43
	251	00	16	57
	250/4	00	13	68
	250/5	00	02	37
	65/16	00	06	32
	65/15	00	03	29
	65/14	00	05	25
	65/7	00	02	38
	65/5	00	02	38

1	2	3	4	5
3) कोराडा (निरंतर)	65/13	00	08	20
	65/12	00	12	24
	65/11	00	00	10
	65/10	00	06	13
	65/8	00	00	31
	65/9	00	14	45
	64/13	00	02	44
मंडल/ तेहसिल/ तालुक : भीमुनिपटनम	जिला : विशाखापटनम	राज्य : आन्ध्र प्रदेश		
1) दाकामरी	21/2	00	52	01
	22/2	00	04	80
	22/1	00	05	00
	22/3	00	20	76
	सर्वे न. 22/3 और 26/1 के बीच में	00	04	69
	28	00	02	37
	26/1	00	02	10
	27/7	00	16	51
	27/8	00	09	08
	27/6	00	00	60
	27/4	00	13	59
	35/11	00	01	81
	35/3	00	03	95
	35/2	00	13	46
	35/1	00	15	80
	35/9	00	03	41
	32/13	00	00	55
	32/14	00	13	39
	27/1	00	00	10
	33/4	00	05	49
	33/5	00	13	87
	33/6	00	01	39
	33/3	00	05	57
	33/7	00	18	22
	33/8	00	00	14
	33/11	00	02	30
	14/13	00	14	71
	14/14	00	09	62
	12	00	14	65
	87/13	00	00	23
	87/1	00	11	13
	88/2	00	02	89
	88/7	00	20	74
	88/9	00	00	14
	88/6	00	14	77

1	2	3	4	5
1) दाकामरी (निरंतर)	88/5	00	02	50
	88/4	00	00	10
	88/10	00	14	16
	88/11	00	00	49
	89	00	03	15
	90/8	00	08	24
	90/9	00	04	69
	90/15	00	02	96
	90/14	00	03	84
	90/17	00	07	80
	90/16	00	00	10
	90/18	00	04	95
	91/12	00	02	52
	91/13	00	07	34
	91/16	00	00	41
	91/14	00	03	94
	91/8	00	01	70
	91/7	00	07	52
	91/6	00	03	37
	99/1	00	00	42
	98/17	00	05	30
	98/16	00	00	33
	98/14	00	15	39
	98/7	00	00	57
	98/13	00	01	11
	98/12	00	18	27
	105	00	14	16
	106/1	00	10	76
	106/2	00	05	91
	106/3	00	07	96
	107	00	08	40
	108/1	00	17	58
	108/2	00	48	33
	108/3	00	00	55
	212	00	14	83
	201/1	00	00	10
	201/2	00	36	48
	201/3	00	06	82
	201/4	00	73	58
	199/5	00	00	10
	199/4	00	08	01
	199/3	00	09	94

1	2	3	4	5
1) दाकामरी (निरंतर)	199/6	00	07	12
	199/2	00	00	10
	199/1	00	05	42
	199/10	00	01	42
	199/8	00	05	35
	199/9	00	12	93
	198/1	00	06	79
	198/2	00	02	60
	216	00	07	99
	217	00	01	30
	218	00	27	63
	219/12	00	05	70
	219/5	00	01	14
	219/11	00	15	81
	219/10	00	03	88
	219/8	00	15	52
	219/7	00	00	10
	243	00	09	87
	348	00	42	39
	244/8	00	10	22
	244/9	00	21	05
	244/10	00	01	44
	244/6	00	12	76
	244/4	00	01	23
	244/5	00	08	29
	245	00	12	56
	246/7	00	09	32
	246/4	00	00	28
	246/5	00	03	76
	246/6	00	09	62
	246/8	00	10	42
	246/9	00	11	21
	260/3	00	15	72
	260/1	00	08	56
	252	00	89	50
	256/3	00	17	60
	257	00	07	82
	269/2	00	00	23
	268/1	00	00	45
	269/6	00	35	16
	269/4	00	22	28
	269/5	00	02	02

1	2	3	4	5
1) दाकामरी (निरंतर)	273	00	03	34
	272/3	00	07	43
	272/4	00	17	53
	274	00	06	69
2) बोडामेदयापालेम	71	00	09	28
	72/10	00	10	81
	72/11	00	11	15
	72/12	00	03	43
	72/14	00	00	65
	72/13	00	00	82
	72/9	00	02	00
	72/8	00	07	81
	72/7	00	04	24
	72/6	00	15	10
	72/4	00	02	66
	72/3	00	01	48
	72/1	00	00	10
	72/2	00	00	30
	64/7	00	02	72
	64/6	00	00	42
	64/2	00	06	29
	64/3	00	00	90
	64/1	00	04	68
	65/16	00	10	76
	65/17	00	04	77
	58/5	00	14	26
	58/4	00	13	03
	58/3	00	08	19
	58/2	00	15	14
	58/1	00	00	10
	57/4	00	12	72
	57/3	00	00	74
	57/6	00	01	66
	57/2	00	00	13
	57/5	00	05	64
	57/11	00	13	18
	57/9	00	14	12
	56/10	00	02	98
	56/17	00	01	13
	56/18	00	10	24
	56/19	00	08	59
	56/20	00	00	95

1	2	3	4	5
2) बोडामेट्टापलेम (निरंतर)	56/16	00	16	88
	56/13	00	00	10
	56/14	00	07	42
	56/15	00	07	50
	55/3	00	00	39
	55/1	00	01	77
	50/9	00	00	12
	50/8	00	03	24
	50/7	00	04	95
	50/6	00	00	47
	50/21	00	07	68
	50/20	00	04	26
	50/22	00	01	89
	50/19	00	05	73
	50/18	00	04	80
	50/17	00	06	26
	50/15	00	00	81
	54/2	00	23	85
	54/7	00	01	55
	54/6	00	00	25
	53	00	38	56

[फा सं. एल.-14014/31/2010-जी.पी.]

स्नेह प्रभा मदान, अवर सचिव

New Delhi, the 8th June, 2010

S. O. 1533.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of Natural Gas from Onshore Terminal at East Coast of Andhra Pradesh of M/s. Reliance Industries Limited to consumers in various parts of the country, Kakinada-Basudebpur-Howrah Pipeline should be laid by M/s. Relogistics Infrastructure Limited;

And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of Right of User therein for laying the pipeline under the land to Shri K. Gangachalam, Competent Authority, Relogistics Infrastructure Limited, D.No. 67-11-21/2 Savisuja, Opp. New Centuary Public School, L.B. Nagar, Kakinada – 533003, East Godavari District, Andhra Pradesh State.

Schedule

Mandal/Tehsil/Taluk: Anandapuram		District: Visakhapatnam		State: ANDHRA PRADESH	
Village	Survey No./Sub-Division	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Bakurupalem	56/1	00	17	32	
	57	00	54	13	
	60	00	03	91	
	47/26	00	06	41	
	47/25	00	00	51	
	47/24	00	01	53	
	47/23	00	04	25	
	47/21	00	02	35	
	47/20	00	00	59	
	47/22	00	05	91	
	47/17	00	01	53	
	47/15	00	05	57	
	47/14	00	04	00	
	61/6	00	00	85	
	61/3	00	03	47	
	61/5	00	05	26	
	61/7	00	00	83	
	61/8	00	01	91	
	61/9	00	01	09	
	61/19	00	00	63	
	61/10	00	02	61	
	61/2	00	04	82	
	61/1	00	00	83	
	61/11	00	05	09	
	61/12	00	00	69	
	61/13	00	00	62	
	62/18	00	05	43	
	62/22	00	01	96	
	62/21	00	01	44	
	62/20	00	01	55	
	62/19	00	01	50	
	62/17	00	00	54	
	62/16	00	01	89	
	62/29	00	02	34	
	62/15	00	02	44	
	62/14	00	03	47	
	62/13	00	00	97	

1	2	3	4	5
1) Bakurupalem (Contd)	62/12	00	00	91
	62/10	00	06	89
	62/8	00	01	66
	62/7	00	05	89
	62/5	00	01	21
	62/6	00	07	13
	63/24	00	03	22
	63/23	00	01	10
	63/25	00	03	90
	63/26	00	01	32
	63/17	00	01	55
	63/27	00	01	58
	63/28	00	10	13
	63/16	00	09	44
	63/13	00	05	81
	63/14	00	05	51
	63/7	00	01	18
	63/6	00	02	07
	63/5	00	01	94
	63/4	00	02	57
	63/15	00	00	10
	63/3	00	06	89
	63/2	00	02	72
	63/1	00	07	05
	64/1	00	01	27
	41/36	00	01	30
	41/35	00	01	23
	41/34	00	00	23
	41/14	00	06	81
	41/13	00	05	38
	41/12	00	09	94
	41/11	00	02	26
	41/10	00	01	41
	41/9	00	01	08
	41/8	00	02	14
	41/7	00	05	91
	41/6	00	02	97
	66	00	00	75
	65/8	00	28	69
	65/5	00	10	67
	65/4	00	13	00
	65/2	00	10	78

1	2	3	4	5
1) Bakurupalem (Contd)	65/1	00	02	47
	67	00	18	06
	38/7	00	06	66
	38/6	00	00	17
	38/3	00	28	36
	38/4	00	10	53
	38/1	00	11	68
	68	00	99	65
2) Kusuluvada	104	01	55	93
	98	00	49	73
	106	00	24	00
	140	00	84	65
	139	00	37	79
	138	00	36	64
	136	00	74	57
	133	01	34	91
	129/7	00	00	10
	129/8	00	05	32
	129/9	00	00	18
	129/10	00	20	34
	129/11	00	00	23
	129/12	00	06	14
	129/13	00	08	43
	130/1	00	04	26
	128/10	00	21	59
	127	00	01	50
	125/2	00	00	10
	125/3	00	14	19
	125/5	00	10	59
	125/6	00	06	74
	125/7	00	09	49
	125/8	00	00	11
	156/10	00	02	67
	156/11	00	00	10
	156/12	00	02	62
	156/13	00	01	45
	156/14	00	00	43
	156/15	00	06	67
	156/16	00	10	54
	156/17	00	03	02
	156/19	00	01	47
	156/20	00	09	18

1	2	3	4	5
2) Kusuluvada (Contd)	156/21	00	02	70
	156/22	00	01	54
	156/23	00	01	09
	156/24	00	08	27
	156/25	00	00	10
	157/1	00	02	86
	157/2	00	02	52
	157/3	00	04	58
	157/4	00	02	01
	157/5	00	01	20
	157/6	00	07	59
	157/11	00	00	17
	157/12	00	00	90
	157/13	00	00	10
	212	00	01	21
	210	00	52	16
	209	00	13	38
	208	00	25	11
	207	00	03	16
	206/1	00	09	68
	203	00	82	22
	204	00	04	60
	201/1	00	00	75
	201/2	00	36	70
	200	00	15	80
	189/2	00	18	83
	189/2/1	00	07	38
	189/3	00	00	37
	189/4	00	06	04
	189/5	00	02	94
	189/6	00	04	96
	189/7	00	03	89
	189/8	00	01	69
	189/9	00	00	15
	189/12	00	07	84
	190	00	01	28
	185/4	00	00	10
	185/5	00	01	26
	185/8	00	01	27
	188/1	00	06	19
	188/2	00	10	25
	185/9	00	00	10

1	2	3	4	5
2) Kusuluvada (Contd)	185/10	00	35	63
	186/1/A	00	12	61
	186/1/B	00	11	29
	186/4	00	00	51
3) Boni	195	00	35	25
	177	00	11	80
	148	00	13	27
	141	00	16	11
	140	00	20	60

Mandal/Tehsil/Taluk:Padmanabham	District:Visakhapatnam	State:ANDHRA PRADESH		
1) Pandrangi	305	01	06	54
	269/2	00	69	51
	269/1	00	01	58
	265	00	00	68
	264/2	00	38	48
	271/2	00	00	30
	271/1	00	12	13
	264/1	00	07	44
	272	00	03	59
	260/3	00	15	39
	260/1	00	18	89
	261/5	00	40	66
	261/4	00	00	10
	261/1	00	01	26
	261/6	00	01	76
	257/1	00	00	10
	130/3	00	02	71
	130/7	00	07	69
	131/12	00	01	71
	131/11	00	03	72
	131/10	00	07	03
	131/13	00	03	69
	131/14	00	01	52
	131/9	00	01	42
	131/8	00	00	10
	131/5	00	02	57
	131/6	00	00	16
	131/4	00	03	80
	131/18	00	00	12
	131/3	00	06	24
	131/1	00	00	78
	131/2	00	34	36
	142/2	00	02	05

1	2	3	4	5
1) Pandrangi (Contd)	134/1	00	18	55
	135	00	60	02
	140/17	00	00	53
	140/16	00	00	10
	136/9	00	02	36
	136/7	00	10	42
	136/10	00	01	26
	136/8	00	01	61
	136/6	00	17	96
	136/5	00	06	09
	136/4	00	11	24
	137	00	04	21
	169/17	00	00	36
	169/15	00	04	54
	169/16	00	00	41
	169/19	00	00	10
	169/14	00	00	25
	169/12	00	02	82
	169/1B	00	03	58
	169/11	00	03	86
	169/2A	00	07	35
	169/1A	00	02	38
	169/3A	00	00	40
	169/4	00	00	16
	168	00	03	91
	159/3	00	00	81
	159/4	00	26	58
	159/5	00	05	22
	159/9	00	11	03
	159/8	00	18	18
	161/6	00	10	59
	159/7	00	00	20
	161/5	00	03	59
	161/4	00	19	80
	161/1	00	06	08
	161/2	00	12	16
	161/3	00	05	15
	118	00	22	75
	162/1	00	23	77
	162/2	00	23	77
	117/1	00	02	06
	117/12	00	05	60

1	2	3	4	5
1) Pandrangi (Contd)	117/9	00	06	19
	117/8	00	06	65
	117/7	00	02	55
	117/6	00	03	76
	117/3	00	02	15
	117/2	00	00	63
	117/4	00	01	91
	117/5	00	00	90
	112/12	00	01	15
	112/11	00	00	10
	112/13	00	09	65
	112/8	00	08	96
	112/7	00	03	50
	111/1	00	19	82
	112/6	00	02	22
	112/3	00	01	32
	111/2	00	07	06
	114	00	00	10
	113	00	05	44
	99/1	00	22	63
	100/21	00	13	65
	101/2	00	13	69
	101/1	00	09	57
	101/3	00	01	76
	101/4	00	17	16
	101/5	00	06	13
	101/8	00	06	99
	102	00	00	80
	87	00	02	51
	86	00	36	63
	88/4	00	13	86
	88/5	00	25	85
	89/2	00	01	46
	81	00	05	03
	85/1	00	08	75
	82	01	01	56
	83	00	06	29
	85/4	00	02	72
	36	00	33	98
2) Venkatapuram	42/1	00	06	82
	42/6	00	01	42
	42/7	00	07	88

1	2	3	4	5
2) Venkatapuram (Contd)	42/8	00	08	01
	41/4	00	05	63
	41/3	00	06	80
	41/5	00	05	45
	41/2	00	03	89
	41/1	00	01	33
	41/6	00	09	54
	41/7	00	01	44
	41/8	00	04	25
	41/9	00	00	96
	41/10	00	00	42
	41/11	00	00	49
	40/16	00	00	53
	40/17	00	13	79
	5	00	63	14
	3	00	07	20
	2/22	00	00	10
	2/23	00	07	39
	2/19	00	00	81
	2/18	00	00	10
	40/1	00	10	82
	4	00	00	62
3) Korada	241	00	18	77
	242	00	29	70
	254	00	12	08
	253/8	00	04	08
	253/9	00	08	52
	253/10	00	00	52
	253/13	00	01	44
	253/14	00	00	10
	253/7	00	08	82
	253/6	00	05	87
	252/1	00	30	46
	252/2	00	31	43
	251	00	16	57
	250/4	00	13	68
	250/5	00	02	37
	65/16	00	06	32
	65/15	00	03	29
	65/14	00	05	25
	65/7	00	02	38
	65/5	00	02	38

1	2	3	4	5
3) Korada (Contd)	65/13	00	08	20
	65/12	00	12	24
	65/11	00	00	10
	65/10	00	06	13
	65/8	00	00	31
	65/9	00	14	45
	64/13	00	02	44

Mandal/Tehsil/Taluk:Bheemunipatnam		District:Visakhapatnam		State:ANDHRA PRADESH	
1) Dakamarri	21/2	00	52	01	
	22/2	00	04	80	
	22/1	00	05	00	
	22/3	00	20	76	
	In bet. Svy. No. 22/3 & 26/1	00	04	69	
	28	00	02	37	
	26/1	00	02	10	
	27/7	00	16	51	
	27/8	00	09	08	
	27/6	00	00	60	
	27/4	00	13	59	
	35/11	00	01	81	
	35/3	00	03	95	
	35/2	00	13	46	
	35/1	00	15	80	
	35/9	00	03	41	
	32/13	00	00	55	
	32/14	00	13	39	
	27/1	00	00	10	
	33/4	00	05	49	
	33/5	00	13	87	
	33/6	00	01	39	
	33/3	00	05	57	
	33/7	00	18	22	
	33/8	00	00	14	
	33/11	00	02	30	
	14/13	00	14	71	
	14/14	00	09	62	
	12	00	14	65	
	87/13	00	00	23	
	87/1	00	11	13	
	88/2	00	02	89	
	88/7	00	20	74	
	88/9	00	00	14	
	88/6	00	14	77	

1	2	3	4	5
1) Dakamarri (Contd)	88/5	00	02	50
	88/4	00	00	10
	88/10	00	14	16
	88/11	00	00	49
	89	00	03	15
	90/8	00	08	24
	90/9	00	04	69
	90/15	00	02	96
	90/14	00	03	84
	90/17	00	07	80
	90/16	00	00	10
	90/18	00	04	95
	91/12	00	02	52
	91/13	00	07	34
	91/16	00	00	41
	91/14	00	03	94
	91/8	00	01	70
	91/7	00	07	52
	91/6	00	03	37
	99/1	00	00	42
	98/17	00	05	30
	98/16	00	00	33
	98/14	00	15	39
	98/7	00	00	57
	98/13	00	01	11
	98/12	00	18	27
	105	00	14	16
	106/1	00	10	76
	106/2	00	05	91
	106/3	00	07	96
	107	00	08	40
	108/1	00	17	58
	108/2	00	48	33
	108/3	00	00	55
	212	00	14	83
	201/1	00	00	10
	201/2	00	36	48
	201/3	00	06	82
	201/4	00	73	58
	199/5	00	00	10
	199/4	00	08	01
	199/3	00	09	94

1	2	3	4	5
1) Dakamarri (Contd)	199/6	00	07	12
	199/2	00	00	10
	199/1	00	05	42
	199/10	00	01	42
	199/8	00	05	35
	199/9	00	12	93
	198/1	00	06	79
	198/2	00	02	60
	216	00	07	99
	217	00	01	30
	218	00	27	63
	219/12	00	05	70
	219/5	00	01	14
	219/11	00	15	81
	219/10	00	03	88
	219/8	00	15	52
	219/7	00	00	10
	243	00	09	87
	348	00	42	39
	244/8	00	10	22
	244/9	00	21	05
	244/10	00	01	44
	244/6	00	12	76
	244/4	00	01	23
	244/5	00	08	29
	245	00	12	56
	246/7	00	09	32
	246/4	00	00	28
	246/5	00	03	76
	246/6	00	09	62
	246/8	00	10	42
	246/9	00	11	21
	260/3	00	15	72
	260/1	00	08	56
	252	00	89	50
	256/3	00	17	60
	257	00	07	82
	269/2	00	00	23
	268/1	00	00	45
	269/6	00	35	16
	269/4	00	22	28
	269/5	00	02	02

1	2	3	4	5
1) Dakamarri (Contd)	273	00	03	34
	272/3	00	07	43
	272/4	00	17	53
	274	00	06	69
2) Bodamettapalem	71	00	09	28
	72/10	00	10	81
	72/11	00	11	15
	72/12	00	03	43
	72/14	00	00	65
	72/13	00	00	82
	72/9	00	02	00
	72/8	00	07	81
	72/7	00	04	24
	72/6	00	15	10
	72/4	00	02	66
	72/3	00	01	48
	72/1	00	00	10
	72/2	00	00	30
	64/7	00	02	72
	64/6	00	00	42
	64/2	00	06	29
	64/3	00	00	90
	64/1	00	04	68
	65/16	00	10	76
	65/17	00	04	77
	58/5	00	14	26
	58/4	00	13	03
	58/3	00	08	19
	58/2	00	15	14
	58/1	00	00	10
	57/4	00	12	72
	57/3	00	00	74
	57/6	00	01	66
	57/2	00	00	13
	57/5	00	05	64
	57/11	00	13	18
	57/9	00	14	12
	56/10	00	02	98
	56/17	00	01	13
	56/18	00	10	24
	56/19	00	08	59
	56/20	00	00	95

1	2	3	4	5
2) Bodamettapalem (Contd)	56/16	00	16	88
	56/13	00	00	10
	56/14	00	07	42
	56/15	00	07	50
	55/3	00	00	39
	55/1	00	01	77
	50/9	00	00	12
	50/8	00	03	24
	50/7	00	04	95
	50/6	00	00	47
	50/21	00	07	68
	50/20	00	04	26
	50/22	00	01	89
	50/19	00	05	73
	50/18	00	04	80
	50/17	00	06	26
	50/15	00	00	81
	54/2	00	23	85
	54/7	00	01	55
	54/6	00	00	25
	53	00	38	56

[F. No. L-14014/31/2010-GP]
SNEH P. MADAN, Under Secy.

नई दिल्ली, 8 जून 2010

का. आ. 1534.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि, मैसर्स रिलायंस इंडस्ट्रीज लिमिटेड के आंध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-बासुदेबपुर-हावड़ा गैस पाइपलाइन बिछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री के. गंगाचलम, सक्षम प्राधिकारी, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, डोर नं. 67-11-21/2, साविसुजा, न्यु सेंचुरी पब्लिक स्कूल के सामने, एल.बी.नगर, काकिनाडा - 533 003, पूर्वी गोदावरी जिला, आन्ध्र प्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/ तेहसिल/ तालुक इपेन्दुति	जिला इविशाखापदनम	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं / सब डिविजन सं	आर.ओ.यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) पिनागडी	5/1	00	11	78
	7/1	01	46	15
	9	00	00	91
	24	00	03	41
	20	00	35	52
	27/2	00	19	71
	27/3	00	80	02
	27/4	00	21	87
	28	00	39	50
2) गोरपल्लि	18	00	01	30
	20	00	53	43
	23/2	00	15	15
	23/3	00	06	17
	23/4	00	53	57
	23/5	00	01	74
	37/2एफ	00	00	75
	32/3ई	00	00	63
	32/3एफ	00	05	50
	32/3सी	00	00	86
	32/3जी	00	02	88
	32/3एच	00	02	22
	32/4ए	00	01	53
	32/5सी	00	02	50
	32/5बी	00	01	56
	31	00	00	43
	32/6सी	00	02	69
	32/6बी	00	02	08
	32/6ए	00	01	33
	32/7बी	00	00	10
	सर्वे न. 32/6सी और 32/17ए के बीच में	00	03	79
	सर्वे न. 32/6ए और 32/17बी के बीच में	00	04	84
	32/17ए	00	02	62
	32/17बी	00	02	19
	32/18ए	00	02	33
	32/18बी	00	00	92
	सर्वे न. 32/7बी और 32/12ए के बीच में	00	05	39
	32/12जी	00	01	64

1	2	3	4	5
2) गोरपल्लि (निरंतर)	32/12एच	00	01	65
	32/12एफ	00	02	81
	32/12ई	00	01	82
	33/19डी	00	00	10
	33/19सी	00	05	76
	32/12सी	00	00	10
	32/12डी	00	00	18
	33/19ए	00	00	32
	33/19बी	00	00	82
	33/19ई	00	03	36
	33/19एफ	00	01	89
	33/19जी	00	00	87
	33/19एच	00	01	38
	33/19के	00	00	16
	33/19जे	00	01	28
	33/19आई	00	03	48
	33/18डी	00	00	10
	33/18ई	00	00	69
	33/11बी	00	00	10
	33/11सी	00	02	12
	33/20	00	06	39
	29/1सी	00	02	15
	29/1बी	00	07	30
	29/1डी	00	05	21
	29/1एच	00	02	82
	29/3ई	00	00	33
	29/3डी	00	00	35
	29/1जी	00	04	54
	29/1एफ	00	02	04
	29/3एफ	00	00	59
	29/3सी	00	01	89
	29/3बी	00	00	50
	29/4	00	02	33
	29/7ए	00	01	20
	29/7बी	00	00	40
	29/7डी	00	08	37
	29/7ई	00	03	98
	65	00	05	63
	92/5	00	23	13
	92/6	00	08	64
	92/3	00	01	66
	92/4	00	23	66

1	2	3	4	5
2) गोरपल्लि (निरंतर)	91	00	05	57
	93	00	43	90
	95	00	05	26
	85/13	00	12	38
	85/15	00	00	93
	85/14	00	04	14
	85/12	00	00	36
	85/11	00	06	24
	85/10	00	05	55
	85/9	00	03	08
	85/4	00	00	24
	84/4ए	00	01	22
	84/1एफ	00	01	05
	84/1जी	00	00	10
	84/1ई	00	02	73
	84/1डी	00	01	53
	84/1सी	00	03	10
	84/1वी	00	02	92
	84/1ए	00	02	25
	84/2ए	00	03	75
	84/2सी	00	00	10
	84/4ई	00	00	10
	78/9वी	00	00	10
	78/9सी	00	01	27
	78/9डी	00	01	31
	78/13वी	00	04	09
	78/13ई	00	00	10
	78/13ए	00	04	31
	78/13सी	00	03	22
	78/13डी	00	02	29
	78/12वी	00	05	47
	78/12ए	00	00	41
	82	00	01	58
	80/6	00	02	34
	80/5	00	17	48
3) सरिपल्लि	32/1	00	23	47
	34/4	00	02	95
	34/3	00	04	13
	34/5	00	00	54
	34/1	00	04	45
	31/3	00	01	82
	31/2	00	01	76

1	2	3	4	5
3) सरिपल्लि (निरंतर)	31/1	00	12	13
	30/8	00	06	79
	30/9	00	02	77
	30/15	00	05	08
	30/16	00	00	10
	30/14	00	09	48
	30/17	00	00	24
	30/13	00	09	12
	29/11	00	07	66
	29/12	00	00	10
	29/13	00	04	29
	29/10	00	03	42
	29/9	00	00	10
	29/8	00	01	70
	29/15	00	01	37
	29/14	00	07	32
	29/6	00	00	32
	29/5	00	05	66
	29/4	00	04	08
	28/1	00	01	86
	28/2	00	02	28
	27/10	00	04	99
	27/11	00	09	14
	27/13	00	00	53
	27/14	00	03	78
	27/8	00	07	31
	27/18	00	05	47
	27/7	00	06	02
	27/4	00	01	07
	27/5	00	06	57
	27/6	00	03	36
	45	00	23	37
	46	00	04	91
	19/3ए	00	06	70
	19/3बी	00	06	13
	18	00	08	53
	168/4	00	00	13
	167/10	00	02	16
	167/9	00	18	84
	167/12	00	07	59
	167/13	00	05	69
	167/6	00	00	67

1	2	3	4	5
3) सरिपल्लि (निरंतर)	166/3	00	06	52
	166/4	00	00	13
	166/2	00	01	33
	166/1	00	06	55
	166/11	00	07	42
	166/12	00	07	16
	166/10	00	00	16
	166/13	00	02	44
	189	00	18	65
	188/3	00	12	03
	188/2	00	01	32
	188/4	00	04	57
	188/5	00	07	33
	188/6	00	02	46
	187/5	00	04	42
	188/15	00	00	29
	187/6	00	07	10
	187/7	00	06	29
	188/16	00	01	63
	188/17	00	00	46
	187/11	00	01	08
	197/1	00	00	28
	200/2	00	10	85
	198/3	00	04	26
	198/4	00	02	06
	198/2	00	08	45
	198/1	00	01	44
	198/7	00	04	03
	198/8	00	03	97
	198/11	00	01	70
	198/10	00	08	48
	198/9	00	02	08
	199/4	00	08	42
	199/5	00	06	88
	199/6	00	00	10
	199/9	00	06	61
	199/3	00	03	45
	199/2	00	05	75
	199/10	00	01	90
	206	00	04	26
	207/1	00	02	64
	207/2	00	01	63

1	2	3	4	5
3) सरिपल्लि (निरंतर)	208/7वी	00	05	50
	208/8	00	13	78
	208/9वी	00	00	23
	208/12	00	01	78
	208/11	00	07	24
	211	00	23	83
	209/14	00	00	10
	209/15	00	03	07
	209/16	00	04	32
	209/17	00	04	64
	210	00	18	77
	205	00	00	64
4) मुदपाका	149/1	00	56	81
	149/2	00	08	53
	148/5	00	26	35
	150/1	00	06	72
	147/13	00	27	25
	150/2	00	00	83
	147/14	00	08	60
	147/12	00	08	30
	138/1	00	09	75
	147/11	00	00	46
	138/3ए	00	16	89
	138/3वी	00	08	34
	138/2	00	01	64
	138/7ए	00	00	10
	139/22	00	01	09
	139/23	00	03	89
	139/24	00	02	52
	139/27	00	01	08
	139/13	00	01	37
	139/25	00	02	83
	139/26	00	03	65
	139/28	00	01	53
	139/12	00	02	22
	139/11	00	05	26
	139/10	00	00	10
	127/2	00	40	67
	122	00	02	61
	119/6	00	05	20
	121	00	27	82
	123/10	00	01	58

1	2	3	4	5
4) मुदपाका (निरंतर)	123/9	00	04	73
	123/8	00	00	29
	123/7	00	08	96
	123/5	00	18	43
	123/4	00	00	10
	123/6	00	03	62
	124/4	00	27	21
	193	00	03	19
	194/1	00	21	01
	197/4	00	00	20
	198/1	00	11	34
	198/2	00	13	36
	198/3	00	08	62
	201	00	01	95
	202/10वी	00	01	78
	202/10ए	00	06	88
	202/10मी	00	01	01
	202/9वी	00	17	27
	202/9ए	00	08	21
	202/8मी	00	05	32
	202/8ए	00	05	77
	202/8वी	00	04	43
	202/1	00	34	49
	209	00	46	89
	200	00	00	94
	210/1वी	00	06	16
	210/1ए	00	24	10
	89/6	00	01	49
	89/5	00	13	68
	89/4	00	11	95
	89/2	00	04	97
	89/1	00	14	17
	90	00	45	04
	86	01	24	38
	77	00	30	85
	76	00	80	79
	1	01	56	10

मंडल/ तेहसिल/ तालुक :आनंदपुरम	जिला :विशाखापट्टनम	राज्य :आन्ध्र प्रदेश
1) रामावरम	38	01 35 14
	35	00 73 78
	1	01 86 07
	33	00 06 94
	32	00 35 63

1	2	3	4	5
1) राधाचरण (निरंतर)	3/1	00	40	85
	4	00	13	33
	5	00	16	78
	7/1	00	15	88
	6/2	00	60	67
	6/3	00	12	46
	100/1	00	16	14
2) गोरिन्दा	40	00	88	49
	39/7	00	05	81
	39/8	00	10	10
	39/9	00	00	78
	39/6	00	02	24
	39/5	00	05	50
	39/4	00	06	32
	39/1	00	02	25
	39/2	00	08	96
	39/3	00	03	94
	37/9	00	00	10
	37/15	00	05	21
	37/16	00	02	36
	37/19	00	06	09
	48/8	00	00	52
	37/17	00	01	29
	37/18	00	02	28
	48/2	00	08	75
	48/1	00	12	26
	49/4	00	11	13
	49/5	00	35	45
	58/3	00	01	34
	58/2	00	28	72
	58/10	00	00	10
	58/8	00	01	84
	58/4	00	03	20
	58/7	00	02	60
	58/6	00	05	16
	58/5	00	27	18
	61/2	00	12	32
	59	00	04	41
	60/1	00	11	19
	61/4	00	44	76
	64	00	02	44
	71/15	00	00	10

1	2	3	4	5
2) गोरिन्य (निरंतर)	71/16	00	00	87
	71/17	00	05	17
	65	00	02	18
	70/5	00	03	77
	70/4	00	11	74
	70/6	00	02	09
	70/8	00	06	50
	70/7	00	06	80
	70/14	00	00	57
	70/13	00	04	99
	70/12	00	05	79
	70/9	00	00	40
	70/10	00	00	40
	70/11	00	00	43
	70/15	00	17	62
	70/16	00	08	24
	70/17	00	06	17
	97/4	00	01	62
	98/5	00	02	04
	98/7	00	31	71
	103/1	00	02	26
	97/9	00	04	75
	97/5	00	02	86
	97/8	00	08	26
	98/2	00	02	49
	98/3	00	00	17
	96	00	04	45
	94/1	00	31	57
	94/2	00	09	92
	94/3	00	04	83
	93/1	00	00	15
	92	00	07	25
	90/2	00	62	51
	89/4	00	05	19
	89/3	00	13	43
3) गिडिजाला	65	00	48	41
	64	00	61	54
	63/8	00	29	82
	63/7	00	21	97
	63/6	00	19	76
	63/5	00	15	58
	63/4	00	14	71

1	2	3	4	5
3) गिड़िजाला (निरंतर)	63/3	00	15	69
	63/2	00	14	48
	63/1	00	20	02
	53	00	00	18
	52/4	00	66	43
	51/11	00	38	11
	51/10	00	01	91
	50/7	00	33	72
	50/6	00	04	04
	50/5	00	14	51
	50/4	00	02	63
	49/9	00	00	10
	49/8	00	00	10
	49/2	00	15	25
	49/1	00	02	30
	49/3	00	14	33
	49/4	00	04	52
	49/5	00	09	71
	6/21	00	01	99
	48	00	04	73
	7/22	00	02	24
	7/17	00	05	88
	6/13	00	00	10
	7/16	00	04	56
	7/18	00	05	41
	7/19	00	07	37
	7/20	00	03	79
	7/21	00	01	23
	7/13	00	00	30
	7/12	00	02	06
	7/11	00	06	12
	7/10	00	02	97
	36/3	00	05	34
	36/2	00	05	29
	36/9	00	13	29
	36/13	00	00	10
	36/10	00	04	13
	36/11	00	12	84
	36/12	00	00	74
	36/16	00	00	92
	35/4	00	16	22
	35/5	00	00	11

1	2	3	4	5
3) गिडिजाला (निरंतर)	35/11	00	09	89
	35/12	00	09	89
	35/13	00	09	45
	35/17	00	08	75
	35/19	00	00	69
	35/20	00	09	42
	38/1	00	00	95
	38/2	00	08	26
	38/4	00	24	38
	38/7	00	11	72
	38/8	00	12	94
	40	00	03	19
	41/1	00	06	21
	41/2	00	11	80
	41/3	00	03	03
	41/8	00	01	72
	41/7	00	06	91
	41/11	00	08	78
	41/12	00	06	15
	41/15	00	06	60
	41/16	00	11	25
	114/14	00	05	50
	114/13	00	06	53
	114/2	00	07	38
	114/3	00	08	60
	114/4	00	03	84
	114/1	00	23	52
	115/17	00	03	27
	115/10	00	01	75
	115/11	00	01	26
	115/12	00	14	85
	115/13	00	15	65
	115/14	00	01	18
	115/1	00	02	82
	123/9	00	02	87
	123/8	00	00	32
	123/10	00	02	06
	123/11	00	06	44
	123/21	00	07	61
	123/20	00	00	10
	123/18	00	07	80
	123/22	00	06	54

1	2	3	4	5
3) गिडिजाला (निरंतर)	124/1	00	01	95
	124/11	00	08	23
	124/12	00	06	50
	124/13	00	03	06
	124/15	00	00	10
	124/14	00	16	27
	124/9	00	08	01
	128/1	00	10	13
	128/6	00	10	30
	127/4	00	00	91
	127/5	00	10	03
	127/14	00	07	23
	127/15	00	05	21
	127/6	00	07	15
	127/9	00	02	77
	127/8	00	13	35
	127/7	00	00	82
	127/10	00	08	07
	127/11	00	19	67
	127/12	00	00	98
	159/1	00	02	43
	159/2	00	11	29
	159/6	00	01	53
	159/7	00	06	63
	159/17	00	00	14
	सर्वे नंबर 159/7 और 159/13 के बीच में	00	06	85
	159/8	00	05	41
	159/13	00	07	74
	159/9	00	04	04
	159/11	00	06	54
	159/10	00	12	90
	160/2	00	15	91
	126	00	03	26
	160/1	00	09	36
	160/5	00	00	28
	161/4	00	14	74
	161/5	00	00	93
	161/6	00	03	43
	161/8	00	07	42
	161/3	00	05	52
	161/2	00	00	88
	161/10	00	09	26

1	2	3	4	5
3) गिडिजाला (निरंतर)	161/11	00	07	75
	161/12	00	02	67
	162	00	49	35
	171/1	00	01	96
	171/2	00	05	80
	171/3	00	03	97
	171/4	00	04	87
	171/5	00	03	97
	171/7	00	00	10
	171/8	00	03	88
	171/9	00	03	99
	171/10	00	04	85
	171/11	00	03	91
	171/12	00	02	56
	171/13	00	00	38
	175	00	30	39
	170/1	00	00	30
	172	00	00	98
	173	00	01	08
4) मुच्चर्ता	59/14	00	06	50
	59/2	00	01	14
	59/1	00	03	99
	58	00	00	22
	57/2	00	08	37
	51	00	18	31
	49/5	00	27	27
	49/4	00	04	70
	50/1	00	04	17
	50/2	00	02	30
	50/3	00	02	00
	50/4	00	00	81
	50/5	00	00	90
	50/9	00	22	02
	35	00	09	37
	33	00	74	16
	34	00	00	10
	32/2	00	62	81
	30	00	18	82
	29	00	23	52
	28	00	30	57
	27	00	11	74
	19	00	12	62

1	2	3	4	5
4) मुच्चर्ला (निरंतर)	18	00	05	57
	17	00	22	16
	9	01	52	69
5) कनमम	1	00	45	32

[फा सं. एल.-14014/31/2010-जी.पी.]

स्नेह प्रभा मदान, अवर सचिव

New Delhi, the 8th June, 2010

S. O. 1534.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of Natural Gas from Onshore Terminal at East Coast of Andhra Pradesh of M/s. Reliance Industries Limited to consumers in various parts of the country, Kakinada-Basudebpur-Howrah Pipeline should be laid by M/s. Relogistics Infrastructure Limited;

And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of Right of User therein for laying the pipeline under the land to Shri K. Gangachalam, Competent Authority, Relogistics Infrastructure Limited, D.No. 67-11-21/2 Savisuja, Opp New Centuary Public School, L.B. Nagar, Kakinada – 533003, East Godavari District, Andhra Pradesh State.

Schedule

Mandal/Tehsil/Taluk:Pendurthi		District:Visakhapatnam		State:ANDHRA PRADESH	
Village	Survey No./Sub-Division	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Pinnagadi	5/1	00	11	78	
	7/1	01	46	15	
	9	00	00	91	
	24	00	03	41	
	20	00	35	52	
	27/2	00	19	71	
	27/3	00	80	02	
	27/4	00	21	87	
	28	00	39	50	
2) Gorapalli	18	00	01	30	
	20	00	53	43	
	23/2	00	15	15	
	23/3	00	06	17	
	23/4	00	53	57	
	23/5	00	01	74	
	37/2F	00	00	75	
	32/3E	00	00	63	
	32/3F	00	05	50	
	32/3C	00	00	86	
	32/3G	00	02	88	
	32/3H	00	02	22	
	32/4A	00	01	53	
	32/5C	00	02	50	
	32/5B	00	01	56	
	31	00	00	43	
	32/6C	00	02	69	
	32/6B	00	02	08	
	32/6A	00	01	33	
	32/7B	00	00	10	
	In bet. Suy no. 32/6C & 32/17A	00	03	79	
	In bet. Suy no. 32/6A & 32/17B	00	04	84	
	32/17A	00	02	62	
	32/17B	00	02	19	
	32/18A	00	02	33	
	32/18B	00	00	92	
	In bet. Suy no. 32/7B & 32/12A	00	05	39	
	32/12G	00	01	64	

1	2	3	4	5
2) Gorapalli (Contd)	32/12H	00	01	65
	32/12F	00	02	81
	32/12E	00	01	82
	33/19D	00	00	10
	33/19C	00	05	76
	32/12C	00	00	10
	32/12D	00	00	18
	33/19A	00	00	32
	33/19B	00	00	82
	33/19E	00	03	36
	33/19F	00	01	89
	33/19G	00	00	87
	33/19H	00	01	38
	33/19K	00	00	16
	33/19J	00	01	28
	33/19I	00	03	48
	33/18D	00	00	10
	33/18E	00	00	69
	33/11B	00	00	10
	33/11C	00	02	12
	33/20	00	06	39
	29/1C	00	02	15
	29/1B	00	07	30
	29/1D	00	05	21
	29/1H	00	02	82
	29/3E	00	00	33
	29/3D	00	00	35
	29/1G	00	04	54
	29/1F	00	02	04
	29/3F	00	00	59
	29/3C	00	01	89
	29/3B	00	00	50
	29/4	00	02	33
	29/7A	00	01	20
	29/7B	00	00	40
	29/7D	00	08	37
	29/7E	00	03	98
	65	00	05	63
	92/5	00	23	13
	92/6	00	08	64
	92/3	00	01	66
	92/4	00	23	66

1	2	3	4	5
2) Gorapalli (Contd)	91	00	05	57
	93	00	43	90
	95	00	05	26
	85/13	00	12	38
	85/15	00	00	93
	85/14	00	04	14
	85/12	00	00	36
	85/11	00	06	24
	85/10	00	05	55
	85/9	00	03	08
	85/4	00	00	24
	84/4A	00	01	22
	84/1F	00	01	05
	84/1G	00	00	10
	84/1E	00	02	73
	84/1D	00	01	53
	84/1C	00	03	10
	84/1B	00	02	92
	84/1A	00	02	25
	84/2A	00	03	75
	84/2C	00	00	10
	84/4E	00	00	10
	78/9B	00	00	10
	78/9C	00	01	27
	78/9D	00	01	31
	78/13B	00	04	09
	78/13E	00	00	10
	78/13A	00	04	31
	78/13C	00	03	22
	78/13D	00	02	29
	78/12B	00	05	47
	78/12A	00	00	41
	82	00	01	58
	80/6	00	02	34
	80/5	00	17	48
3) Saripalli	32/1	00	23	47
	34/4	00	02	95
	34/3	00	04	13
	34/5	00	00	54
	34/1	00	04	45
	31/3	00	01	82
	31/2	00	01	76

1	2	3	4	5
3) Saripalli (Contd)	31/1	00	12	13
	30/8	00	06	79
	30/9	00	02	77
	30/15	00	05	08
	30/16	00	00	10
	30/14	00	09	48
	30/17	00	00	24
	30/13	00	09	12
	29/11	00	07	66
	29/12	00	00	10
	29/13	00	04	29
	29/10	00	03	42
	29/9	00	00	10
	29/8	00	01	70
	29/15	00	01	37
	29/14	00	07	32
	29/6	00	00	32
	29/5	00	05	66
	29/4	00	04	08
	28/1	00	01	86
	28/2	00	02	28
	27/10	00	04	99
	27/11	00	09	14
	27/13	00	00	53
	27/14	00	03	78
	27/8	00	07	31
	27/18	00	05	47
	27/7	00	06	02
	27/4	00	01	07
	27/5	00	06	57
	27/6	00	03	36
	45	00	23	37
	46	00	04	91
	19/3A	00	06	70
	19/3B	00	06	13
	18	00	08	53
	168/4	00	00	13
	167/10	00	02	16
	167/9	00	18	84
	167/12	00	07	59
	167/13	00	05	69
	167/6	00	00	67

1	2	3	4	5
3) Saripalli (Contd)	166/3	00	06	52
	166/4	00	00	13
	166/2	00	01	33
	166/1	00	06	55
	166/11	00	07	42
	166/12	00	07	16
	166/10	00	00	16
	166/13	00	02	44
	189	00	18	65
	188/3	00	12	03
	188/2	00	01	32
	188/4	00	04	57
	188/5	00	07	33
	188/6	00	02	46
	187/5	00	04	42
	188/15	00	00	29
	187/6	00	07	10
	187/7	00	06	29
	188/16	00	01	63
	188/17	00	00	46
	187/11	00	01	08
	197/1	00	00	28
	200/2	00	10	85
	198/3	00	04	26
	198/4	00	02	06
	198/2	00	08	45
	198/1	00	01	44
	198/7	00	04	03
	198/8	00	03	97
	198/11	00	01	70
	198/10	00	08	48
	198/9	00	02	08
	199/4	00	08	42
	199/5	00	06	88
	199/6	00	00	10
	199/9	00	06	61
	199/3	00	03	45
	199/2	00	05	75
	199/10	00	01	90
	206	00	04	26
	207/1	00	02	64
	207/2	00	01	63

1	2	3	4	5
3) Saripalli (Contd)	208/7B	00	05	50
	208/8	00	13	78
	208/9B	00	00	23
	208/12	00	01	78
	208/11	00	07	24
	211	00	23	83
	209/14	00	00	10
	209/15	00	03	07
	209/16	00	04	32
	209/17	00	04	64
	210	00	18	77
	205	00	00	64
4) Mudapaka	149/1	00	56	81
	149/2	00	08	53
	148/5	00	26	35
	150/1	00	06	72
	147/13	00	27	25
	150/2	00	00	83
	147/14	00	08	60
	147/12	00	08	30
	138/1	00	09	75
	147/11	00	00	46
	138/3A	00	16	89
	138/3B	00	08	34
	138/2	00	01	64
	138/7A	00	00	10
	139/22	00	01	09
	139/23	00	03	89
	139/24	00	02	52
	139/27	00	01	08
	139/13	00	01	37
	139/25	00	02	83
	139/26	00	03	65
	139/28	00	01	53
	139/12	00	02	22
	139/11	00	05	26
	139/10	00	00	10
	127/2	00	40	67
	122	00	02	61
	119/6	00	05	20
	121	00	27	82
	123/10	00	01	58

1	2	3	4	5
4) Mudapaka (Contd)	123/9	00	04	73
	123/8	00	00	29
	123/7	00	08	96
	123/5	00	18	43
	123/4	00	00	10
	123/6	00	03	62
	124/4	00	27	21
	193	00	03	19
	194/1	00	21	01
	197/4	00	00	20
	198/1	00	11	34
	198/2	00	13	36
	198/3	00	08	62
	201	00	01	95
	202/10B	00	01	78
	202/10A	00	06	88
	202/10C	00	01	01
	202/9B	00	17	27
	202/9A	00	08	21
	202/8C	00	05	32
	202/8A	00	05	77
	202/8B	00	04	43
	202/1	00	34	49
	209	00	46	89
	200	00	00	94
	210/1B	00	06	16
	210/1A	00	24	10
	89/6	00	01	49
	89/5	00	13	68
	89/4	00	11	95
	89/2	00	04	97
	89/1	00	14	17
	90	00	45	04
	86	01	24	38
	77	00	30	85
	76	00	80	79
	1	01	56	10

Mandal/Tehsil/Taluk:Anandapuram	District:Visakhapatnam	State:ANDHRA PRADESH		
1) Ramavaram	38	01	35	14
	35	00	73	78
	1	01	86	07
	33	00	06	94
	32	00	35	63

1	2	3	4	5
1) Ramavaram (Contd)	3/1	00	40	85
	4	00	13	33
	5	00	16	78
	7/1	00	15	88
	6/2	00	60	67
	6/3	00	12	46
	100/1	00	16	14
2) Gorinta	40	00	88	49
	39/7	00	05	81
	39/8	00	10	10
	39/9	00	00	78
	39/6	00	02	24
	39/5	00	05	50
	39/4	00	06	32
	39/1	00	02	25
	39/2	00	08	96
	39/3	00	03	94
	37/9	00	00	10
	37/15	00	05	21
	37/16	00	02	36
	37/19	00	06	09
	48/8	00	00	52
	37/17	00	01	29
	37/18	00	02	28
	48/2	00	08	75
	48/1	00	12	26
	49/4	00	11	13
	49/5	00	35	45
	58/3	00	01	34
	58/2	00	28	72
	58/10	00	00	10
	58/8	00	01	84
	58/4	00	03	20
	58/7	00	02	60
	58/6	00	05	16
	58/5	00	27	18
	61/2	00	12	32
	59	00	04	41
	60/1	00	11	19
	61/4	00	44	76
	64	00	02	44
	71/15	00	00	10

1	2	3	4	5
2) Gorinta (Contd)	71/16	00	00	87
	71/17	00	05	17
	65	00	02	18
	70/5	00	03	77
	70/4	00	11	74
	70/6	00	02	09
	70/8	00	06	50
	70/7	00	06	80
	70/14	00	00	57
	70/13	00	04	99
	70/12	00	05	79
	70/9	00	00	40
	70/10	00	00	40
	70/11	00	00	43
	70/15	00	17	62
	70/16	00	08	24
	70/17	00	06	17
	97/4	00	01	62
	98/5	00	02	04
	98/7	00	31	71
	103/1	00	02	26
	97/9	00	04	75
	97/5	00	02	86
	97/8	00	08	26
	98/2	00	02	49
	98/3	00	00	17
	96	00	04	45
	94/1	00	31	57
	94/2	00	09	92
	94/3	00	04	83
	93/1	00	00	15
	92	00	07	25
	90/2	00	62	51
	89/4	00	05	19
	89/3	00	13	43
3) Gidijala	65	00	48	41
	64	00	61	54
	63/8	00	29	82
	63/7	00	21	97
	63/6	00	19	76
	63/5	00	15	58
	63/4	00	14	71

1	2	3	4	5
3) Gidijala (Contd)	63/3	00	15	69
	63/2	00	14	48
	63/1	00	20	02
	53	00	00	18
	52/4	00	66	43
	51/11	00	38	11
	51/10	00	01	91
	50/7	00	33	72
	50/6	00	04	04
	50/5	00	14	51
	50/4	00	02	63
	49/9	00	00	10
	49/8	00	00	10
	49/2	00	15	25
	49/1	00	02	30
	49/3	00	14	33
	49/4	00	04	52
	49/5	00	09	71
	6/21	00	01	99
	48	00	04	73
	7/22	00	02	24
	7/17	00	05	88
	6/13	00	00	10
	7/16	00	04	56
	7/18	00	05	41
	7/19	00	07	37
	7/20	00	03	79
	7/21	00	01	23
	7/13	00	00	30
	7/12	00	02	06
	7/11	00	06	12
	7/10	00	02	97
	36/3	00	05	34
	36/2	00	05	29
	36/9	00	13	29
	36/13	00	00	10
	36/10	00	04	13
	36/11	00	12	84
	36/12	00	00	74
	36/16	00	00	92
	35/4	00	16	22
	35/5	00	00	11

1	2	3	4	5
3) Gidijala (Contd)	35/11	00	09	89
	35/12	00	09	89
	35/13	00	09	45
	35/17	00	08	75
	35/19	00	00	69
	35/20	00	09	42
	38/1	00	00	95
	38/2	00	08	26
	38/4	00	24	38
	38/7	00	11	72
	38/8	00	12	94
	40	00	03	19
	41/1	00	06	21
	41/2	00	11	80
	41/3	00	03	03
	41/8	00	01	72
	41/7	00	06	91
	41/11	00	08	78
	41/12	00	06	15
	41/15	00	06	60
	41/16	00	11	25
	114/14	00	05	50
	114/13	00	06	53
	114/2	00	07	38
	114/3	00	08	60
	114/4	00	03	84
	114/1	00	23	52
	115/17	00	03	27
	115/10	00	01	75
	115/11	00	01	26
	115/12	00	14	85
	115/13	00	15	65
	115/14	00	01	18
	115/1	00	02	82
	123/9	00	02	87
	123/8	00	00	32
	123/10	00	02	06
	123/11	00	06	44
	123/21	00	07	61
	123/20	00	00	10
	123/18	00	07	80
	123/22	00	06	54

1	2	3	4	5
3) Gidijala (Contd)	124/1	00	01	95
	124/11	00	08	23
	124/12	00	06	50
	124/13	00	03	06
	124/15	00	00	10
	124/14	00	16	27
	124/9	00	08	01
	128/1	00	10	13
	128/6	00	10	30
	127/4	00	00	91
	127/5	00	10	03
	127/14	00	07	23
	127/15	00	05	21
	127/6	00	07	15
	127/9	00	02	77
	127/8	00	13	35
	127/7	00	00	82
	127/10	00	08	07
	127/11	00	19	67
	127/12	00	00	98
	159/1	00	02	43
	159/2	00	11	29
	159/6	00	01	53
	159/7	00	06	63
	159/17	00	00	14
	In bet suy no. 159/7 & 159/13	00	06	85
	159/8	00	05	41
	159/13	00	07	74
	159/9	00	04	04
	159/11	00	06	54
	159/10	00	12	90
	160/2	00	15	91
	126	00	03	26
	160/1	00	09	36
	160/5	00	00	28
	161/4	00	14	74
	161/5	00	00	93
	161/6	00	03	43
	161/8	00	07	42
	161/3	00	05	52
	161/2	00	00	88
	161/10	00	09	26

1	2	3	4	5
3) Gidijala (Contd)	161/11	00	07	75
	161/12	00	02	67
	162	00	49	35
	171/1	00	01	96
	171/2	00	05	80
	171/3	00	03	97
	171/4	00	04	87
	171/5	00	03	97
	171/7	00	00	10
	171/8	00	03	88
	171/9	00	03	99
	171/10	00	04	85
	171/11	00	03	91
	171/12	00	02	56
	171/13	00	00	38
	175	00	30	39
	170/1	00	00	30
	172	00	00	98
	173	00	01	08
4) Muchcherla	59/14	00	06	50
	59/2	00	01	14
	59/1	00	03	99
	58	00	00	22
	57/2	00	08	37
	51	00	18	31
	49/5	00	27	27
	49/4	00	04	70
	50/1	00	04	17
	50/2	00	02	30
	50/3	00	02	00
	50/4	00	00	81
	50/5	00	00	90
	50/9	00	22	02
	35	00	09	37
	33	00	74	16
	34	00	00	10
	32/2	00	62	81
	30	00	18	82
	29	00	23	52
	28	00	30	57
	27	00	11	74
	19	00	12	62

1	2	3	4	5
4) Muchcherla (Contd)	18	00	05	57
	17	00	22	16
	9	01	52	69
5) Kanmam	1	00	45	32

[F. No. L-14014/31/2010-GP]
SNEH P. MADAN, Under Secy.

नई दिल्ली, 8 जून 2010

का. आ. 1535.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि, मैसर्स रिलायंस इंडस्ट्रीज लिमिटेड के आंध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-बासुदेबपुर-हावड़ा गैस पाइपलाइन बिछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपावद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री के. गंगाचलम, सक्षम प्राधिकारी, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, डोर नं. 67-11-21/2, साविसुजा, न्यु सेंचुरी पब्लिक स्कूल के सामने, एल.वी.नगर, काकिनाडा - 533 003, पूर्वी गोदावरी जिला, आन्ध्र प्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/ तेहसिल/ तालुक : ताल्लारेवु	जिला : पूर्वी गोदावरी	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं / सब डिविजन सं	आर.ओ.यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) मल्लवरम	631/2	00	61	78
	631/3	00	18	43
	631/4	00	68	47
	631/5	00	69	79
	631/6ए	00	37	04
	631/6बी	00	04	95
	631/7	00	12	77
	631/8	00	12	77
	631/9ए	00	04	94
	631/9बी	00	06	67
	631/10	00	06	72
	631/11ए	00	04	66
	631/11बी	00	05	22
	631/12	00	08	55
	631/13	00	03	90
	630	00	67	59
	629	00	76	83
	628	00	51	11
	627/1	00	06	09
	627/2	00	06	67
	627/3	00	09	24
	627/4	00	11	86
	627/5	00	03	90
	627/6	00	00	42
	627/7	00	02	80
	627/8	00	05	35
	626	00	00	43
	620/10	01	37	31
	620/11	00	23	52
	620/7ए	00	13	11
	620/23	00	05	86
	620/24	00	06	95
	618/1	00	16	74
	618/2	00	08	27
	618/3	00	69	56
	617/1	00	48	40
	616/1	00	21	76

1	2	3	4	5
1) मल्लवरम (निरंतर)	604	00	77	21
	605	00	99	05
	606	00	12	68
	603	00	02	47
	664/2	00	17	56
	663	00	35	09
	662/3	00	27	86
	662/4	00	08	69
	661	00	36	36
	660/3	00	20	23
	659/2	00	35	65
	659/3	00	18	94
	658/1	00	14	36
	658/2	00	13	85
	658/4	00	19	00
	657	00	57	45
	656	00	58	68
	655	00	58	10
	654/1	00	04	44
	654/2	00	09	17
	602/3	00	00	12
	601	01	02	03
	600/1बी	02	65	91
	600/1ए	00	29	84
	600/5ए	00	84	10
	600/6ए	00	18	10
	600/6बी	00	10	71
	600/6सी	00	15	11
	118/1	04	12	80
	118/2	00	09	60
	123	00	12	91
	125/2	00	26	62
	126	00	44	60
	127	00	48	15
	53/1	00	05	87
	53/2	00	40	12
	52	00	12	15
	12	00	34	82
	13/1	00	60	26
	13/2	00	10	19
	13/3	00	04	95
	14	00	06	57

1	2	3	4	5
1) मल्लवरम (निरंतर)	31	00	02	86
	15/2	00	11	90
	15/3	00	15	48
	15/4	00	31	67
	18	00	88	69
	21	00	12	40
	20/2	00	13	76
	20/4	00	15	27
	20/5	00	19	16
	20/6	00	08	16
	20/7	00	09	10
	4/10	00	03	48
	4/12	00	01	82
	3/3	00	00	67
	3/4	00	43	67
	3/5	00	31	59
	22	00	03	70
	2	00	08	52
	1/1	00	11	73
	1/2	00	00	43
2) पोलेकुरु	102/4	00	34	62
	214/2	00	43	08
	213/1	00	26	57
	213/2	00	00	20
	212	00	01	97
	211/3	00	14	00
	220	00	07	10
	219	00	02	54
	209/5	00	02	57
	208/3	00	01	66
	207/3	00	25	27
	205/4	00	32	38
	205/3	00	00	10
	204/2	00	02	57
	204/3	00	49	54
	202/4	00	36	64
	202/1	00	03	83
	202/2	00	00	40
	202/3	00	10	36
	200/3	00	02	73
	200/2	00	07	80
	200/1	00	61	65

1	2	3	4	5
2) पोलेकुरू (निरंतर)	201/1	00	00	35
	111	00	03	55
	110	00	00	95
	112	00	65	95
	109	00	05	45
	121/4	00	00	35
	121/3	00	00	45
	121/2	00	00	55
	121/1	00	02	65
	113	00	04	55
	147/1	00	00	85
	148/5	00	23	45
	148/4	00	12	35
	148/3	00	02	25
	149/10	00	08	40
	149/3	00	10	40
	149/2	00	07	10
	149/1	00	04	35
	153	00	05	20
	158/2	00	12	50
	158/1	00	21	65
	159/1	00	19	30
	160	00	23	45
	161/1	00	38	10
	162	00	03	00
	376/2	00	55	30
	377/3	00	07	15
	377/2	00	35	95
	378/2	00	02	15
	378/1वी	00	22	40
	378/1ए	00	03	30
	77	00	95	60
	78	00	59	00

[फा सं. एल.-14014/32/2010-जी.पी.]

स्नेह प्रभा मदान, अवर सचिव

New Delhi, the 8th June, 2010

S. O. 1535.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of Natural Gas from Onshore Terminal at East Coast of Andhra Pradesh of M/s. Reliance Industries Limited to consumers in various parts of the country, Kakinada-Basudebpur-Howrah Pipeline should be laid by M/s. Relogistics Infrastructure Limited;

And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of Right of User therein for laying the pipeline under the land to Shri K. Gangachalam, Competent Authority, Relogistics Infrastructure Limited, D.No. 67-11-21/2 Savisuja, Opp New Centuary Public School, L.B. Nagar, Kakinada – 533003, East Godavari District, Andhra Pradesh State.

Schedule

Mandal/Tehsil/Taluk:Tallarevu		District:EAST GODAVARI		State:ANDHRA PRADESH	
Village	Survey No./Sub-Division	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Mallavaram	631/2	00	61	78	
	631/3	00	18	43	
	631/4	00	68	47	
	631/5	00	69	79	
	631/6A	00	37	04	
	631/6B	00	04	95	
	631/7	00	12	77	
	631/8	00	12	77	
	631/9A	00	04	94	
	631/9B	00	06	67	
	631/10	00	06	72	
	631/11A	00	04	66	
	631/11B	00	05	22	
	631/12	00	08	55	
	631/13	00	03	90	
	630	00	67	59	
	629	00	76	83	
	628	00	51	11	
	627/1	00	06	09	
	627/2	00	06	67	
	627/3	00	09	24	
	627/4	00	11	86	
	627/5	00	03	90	
	627/6	00	00	42	
	627/7	00	02	80	
	627/8	00	05	35	
	626	00	00	43	
	620/10	01	37	31	
	620/11	00	23	52	
	620/7A	00	13	11	
	620/23	00	05	86	
	620/24	00	06	95	
	618/1	00	16	74	
	618/2	00	08	27	
	618/3	00	69	56	
	617/1	00	48	40	
	616/1	00	21	76	

1	2	3	4	5
1) Mallavaram (Contd)	604	00	77	21
	605	00	99	05
	606	00	12	68
	603	00	02	47
	664/2	00	17	56
	663	00	35	09
	662/3	00	27	86
	662/4	00	08	69
	661	00	36	36
	660/3	00	20	23
	659/2	00	35	65
	659/3	00	18	94
	658/1	00	14	36
	658/2	00	13	85
	658/4	00	19	00
	657	00	57	45
	656	00	58	68
	655	00	58	10
	654/1	00	04	44
	654/2	00	09	17
	602/3	00	00	12
	601	01	02	03
	600/1B	02	65	91
	600/1A	00	29	84
	600/5A	00	84	10
	600/6A	00	18	10
	600/6B	00	10	71
	600/6C	00	15	11
	118/1	04	12	80
	118/2	00	09	60
	123	00	12	91
	125/2	00	26	62
	126	00	44	60
	127	00	48	15
	53/1	00	05	87
	53/2	00	40	12
	52	00	12	15
	12	00	34	82
	13/1	00	60	26
	13/2	00	10	19
	13/3	00	04	95
	14	00	06	57

1	2	3	4	5
1) Mallavaram (Contd)	31	00	02	86
	15/2	00	11	90
	15/3	00	15	48
	15/4	00	31	67
	18	00	88	69
	21	00	12	40
	20/2	00	13	76
	20/4	00	15	27
	20/5	00	19	16
	20/6	00	08	16
	20/7	00	09	10
	4/10	00	03	48
	4/12	00	01	82
	3/3	00	00	67
	3/4	00	43	67
	3/5	00	31	59
	22	00	03	70
	2	00	08	52
	1/1	00	11	73
	1/2	00	00	43
2) Polekurru	102/4	00	34	62
	214/2	00	43	08
	213/1	00	26	57
	213/2	00	00	20
	212	00	01	97
	211/3	00	14	00
	220	00	07	10
	219	00	02	54
	209/5	00	02	57
	208/3	00	01	66
	207/3	00	25	27
	205/4	00	32	38
	205/3	00	00	10
	204/2	00	02	57
	204/3	00	49	54
	202/4	00	36	64
	202/1	00	03	83
	202/2	00	00	40
	202/3	00	10	36
	200/3	00	02	73
	200/2	00	07	80
	200/1	00	61	65

1	2	3	4	5
2) Polekurru (Contd)	201/1	00	00	35
	111	00	03	55
	110	00	00	95
	112	00	65	95
	109	00	05	45
	121/4	00	00	35
	121/3	00	00	45
	121/2	00	00	55
	121/1	00	02	65
	113	00	04	55
	147/1	00	00	85
	148/5	00	23	45
	148/4	00	12	35
	148/3	00	02	25
	149/10	00	08	40
	149/3	00	10	40
	149/2	00	07	10
	149/1	00	04	35
	153	00	05	20
	158/2	00	12	50
	158/1	00	21	65
	159/1	00	19	30
	160	00	23	45
	161/1	00	38	10
	162	00	03	00
	376/2	00	55	30
	377/3	00	07	15
	377/2	00	35	95
	378/2	00	02	15
	378/1B	00	22	40
	378/1A	00	03	30
	77	00	95	60
	78	00	59	00

[F. No. L-14014/32/2010-GP]
SNEH P. MADAN, Under Secy.

नई दिल्ली, 8 जून 2010

का. आ. 1536.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि, मैसर्स रिलायंस इंडस्ट्रीज लिमिटेड के आंध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-बासुदेवपुर-हावड़ा गैस पाइपलाइन बिछाई जानी चाहिए;

और भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है। और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा (3) की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री के. गंगाचलम, सक्षम प्राधिकारी, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, न. 67-11-21/2, साविसुजा, न्यु सेंचुरी पब्लिक स्कूल के सामने, एल बी नगर, काकिनाडा-533003, पूर्वी गोदावरी जिला, आन्ध्र प्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/ तहसिल/ तालुक जलुमुरु	जिला : श्रीकाकुलम	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं / सब डिविजन सं	आर.ओ.यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) कूर्मनाधापुरम	53	00	18	90
	54	00	46	10
	56	00	20	84
	57	00	26	98
	58	00	07	57
	45	00	05	82
	44	00	00	10
	37	00	06	20
	38	00	48	35
	39	00	40	75
	40	00	00	10
2) कोल्लूरु	37/3	00	00	10
3) ताल्लवलसा	21/4	00	02	65
	21/5वाँ	00	05	95
	21/11	00	06	20
	21/10	00	04	24
	21/9	00	04	89
	21/7	00	02	79
	21/6	00	05	10
	21/14	00	04	16
	20/4	00	00	75
	20/7	00	02	64
	20/9	00	03	77
	20/11	00	04	61
	22/4	00	00	27
	22/3	00	05	85
	22/6	00	09	46
	21/8	00	00	10
	22/10	00	07	27
	22/11	00	02	55
	22/7	00	00	17
	22/9	00	05	36
	22/8	00	01	11
	23/1	00	02	45
	23/2	00	00	63
	23/8	00	04	93
	23/7	00	00	10

1	2	3	4	5
3) ताल्लवलसा (निरंतर)	23/9	00	00	88
	19/9	00	00	23
	19/10	00	00	84
	19/11	00	01	79
	19/12	00	02	42
	19/3	00	00	10
	19/19	00	06	60
	19/22	00	10	36
	18/1	00	06	98
	18/2	00	10	09
	18/3	00	01	74
	18/15	00	01	05
	17/1ए	00	00	10
	17/1बो	00	03	48
	17/2	00	03	04
	17/3	00	15	69
	13/3	00	13	01
	13/4	00	09	68
	13/5	00	12	88
	12/4	00	00	99
	12/5	00	09	09
	12/6	00	07	30
	10/14	00	06	99
	10/9	00	06	70
	10/8	00	04	44
	10/7	00	01	52
	7/1	00	03	54
	7/2	00	02	44
	7/3	00	02	62
	7/4	00	00	15
	10/4	00	00	10
	8/7	00	03	60
	8/9	00	01	85
	8/8	00	01	87
	8/6	00	01	72
	8/14	00	00	84
	8/10	00	01	79
	8/11	00	06	36
	8/5	00	00	82
	8/12	00	00	10
	8/18	00	04	87
	8/17	00	04	21

1	2	3	4	5
3) ताल्लवलसा (निरंतर)	8/16	00	03	45
	8/15	00	03	37
	8/20	00	00	58
	2/15	00	00	10
	3/10	00	00	12
	3/9	00	00	41
	3/7	00	12	11
	3/8	00	03	46
	3/3	00	05	51
	3/5	00	06	74
	3/4	00	14	30
	5/1	00	02	33
	5/2	00	00	10
	4/1	00	04	54
	4/2	00	03	93
	4/3	00	02	88
	4/4	00	06	57
	4/5	00	06	33
	4/11	00	17	49
	4/12	00	05	50
	4/13	00	00	29
4) गुग्गुली	1/4	00	01	07
	1/5	00	00	10
	1/6	00	00	46
	1/8	00	06	72
	1/9	00	00	10
	1/10	00	08	09
	1/11	00	00	20
	1/12	00	00	98
	1/13	00	06	75
	1/16	00	01	75
	1/17	00	06	29
	1/18	00	03	95
	5/1	00	03	77
	5/2	00	01	90
	5/10	00	00	10
5) वेलुसोडा	57/6	00	03	19
6) करार्यजा	43/5	00	10	85
	43/6	00	00	10
	43/4	00	07	74
	43/3	00	00	10
	43/8	00	19	48

1	2	3	4	5
6) करावजा (निरंतर)	43/9	00	00	78
	43/17	00	10	96
	43/10ए	00	04	36
	43/10बी	00	01	37
	43/11	00	05	12
	43/13बी	00	02	99
	43/14	00	00	10
	43/15	00	10	60
	43/16	00	00	14
	42/1	00	22	52
	42/2बी	00	00	10
	41	00	30	41
	40	00	15	78
	39/2	00	01	34
	39/3	00	08	76
	39/6	00	00	10
	39/5बी	00	00	22
	39/5ए	00	01	27
	39/4	00	03	17
	39/1	00	01	51
	39/13	00	03	09
	39/8	00	01	24
	39/9	00	04	89
	39/12	00	01	02
	39/21ए	00	00	10
	39/19ए	00	02	10
	39/19बी	00	00	69
	39/18	00	00	82
	39/17	00	05	93
	38/11	00	00	26
	38/10	00	05	56
	38/8	00	03	23
	38/9	00	05	30
	38/13	00	10	68
	37/1	00	08	37
	37/2	00	00	10
	37/3	00	04	20
	37/4	00	04	46
	37/6	00	00	77
	37/7	00	00	29
	37/8	00	06	48
	37/10	00	13	18

1	2	3	4	5
6) कराबंजा (निरंतर)	36	00	06	62
	35/1	00	02	49
	34/2ए	00	15	63
	34/1ए	00	00	10
	34/2वी	00	11	61
	34/1वी	00	02	44
	34/3	00	14	19
	34/5ए	00	01	88
	34/4	00	00	30
	33/6	00	00	13
	33/7	00	10	94
	33/8	00	03	08
	33/13	00	05	29
	33/14	00	13	35
	52/4ए	00	07	10
	52/1ए	00	30	49
	52/1वी	00	00	10
	53/7वी	00	09	04
	53/3	00	00	21
	53/4ए	00	00	86
	53/4वी	00	11	60
	53/6	00	02	06
	53/1	00	00	10
	53/5ए	00	08	56
	53/5वी	00	04	73
	54/7	00	04	98
	54/8	00	07	59
	54/3मी	00	12	42
	56/6ए	00	00	37
	56/7	00	08	03
	56/5ए	00	21	42
	56/1ई	00	01	05
	56/5मी	00	00	66
	56/5वी	00	03	44
	56/4	00	07	50
	56/3	00	06	52
	56/2	00	07	43
	57/8	00	01	61
	69	00	03	46
	70/1ए	00	17	40
	68/5ए	00	03	09
	68/5वी	00	14	01

1.	2	3	4	5
6) करावंजा (निरंतर)	68/4	00	00	10
	68/6	00	00	58
	68/9ए	00	26	62
	68/9ब	00	03	39
	68/7	00	01	97
	68/8	00	02	56
	67	00	35	65
	60	00	08	80
	63/2सी	00	10	44
	71	00	02	66
	63/1	00	01	14
7) गोलीयापुत्ती	48/1	00	20	46
	48/2	00	21	16
	49/8	00	00	10
	49/7	00	17	56
	49/1	00	02	35
	49/2	00	15	10
	49/3	00	00	17
	50/13	00	00	34
	60/5	00	00	10
	62/1	00	07	90
	61/1	00	18	09
	61/2	00	00	92
	61/3	00	20	29
	61/9	00	03	39
	61/8	00	01	38
	61/4	00	09	04
	61/5	00	02	94
8) राणा	3/1	00	07	30
	3/2	00	05	70
	3/3	00	13	96
	5/1	00	08	87
	2/9	00	26	28
	2/6	00	01	90
	25/1	00	29	28
	25/2	00	00	80
	25/3	00	00	87
	25/4	00	02	72
	24/2	00	08	35
	21/1	00	05	21
	21/2	00	28	58
	21/3	00	00	10

1	2	3	4	5
8) राणा (निरंतर)	20/3	00	00	10
	20/4	00	13	30
	20/5	00	04	88
	20/6	00	12	11
	20/2	00	11	69
	19/1	00	00	39
	56/9	00	00	46
	56/10	00	33	84
	18/2	00	00	10
	58/9	00	00	31
	58/10	00	01	03
	58/11	00	04	70
	58/12	00	08	89
	58/13	00	02	44
	18/1	00	00	10
	59/1	00	02	37
	59/2	00	13	63
	59/3	00	04	57
	59/4	00	04	54
	59/5	00	02	05
	60/2	00	00	10
	60/7	00	00	61
	60/8	00	01	23
	60/9	00	04	08
	60/10	00	04	08
	60/11	00	01	13
	60/12	00	06	70
	60/13	00	07	60
	60/14	00	00	52
	60/18	00	00	56
	60/19	00	06	21
	60/20	00	01	20
	64/1	00	25	76
	64/2	00	01	86
	64/4	00	00	14
	64/6	00	00	10
	64/8	00	00	28
	63/5	00	01	09
	63/6	00	03	22
	63/7	00	02	55
	63/8	00	02	99
	63/9	00	04	24

1	2	3	4	5
8) राणा (निरंतर)	72/1	00	06	07
	72/3	00	00	10
	72/4	00	01	31
	72/5	00	02	88
	72/6	00	00	16
	72/7	00	04	30
	72/8	00	01	46
	72/9	00	05	93
	72/10	00	07	39
	72/11	00	06	15
	72/12	00	05	21
	72/13	00	01	71
	73/2	00	16	73
	73/3	00	00	82
	73/4	00	04	20
	73/5	00	03	44
	73/6	00	07	77
	73/7	00	12	08
	74/4	00	00	30
	74/5	00	09	62
	74/6	00	02	24
	74/7	00	05	12
	74/8	00	07	25
	74/9	00	27	72
	74/10	00	01	22
9) लीगालदलसा	280/3	00	04	73
	282/4	00	05	99
	282/5	00	01	85
	282/3मी	00	16	12
	282/1मी	00	00	73
	282/2वी	00	00	10
	282/1वी	00	14	16
	282/1ए	00	02	41
	281/1ए	00	04	73
	279/6	00	05	68
	279/7	00	02	07
	279/8ए	00	17	25
	279/5	00	05	51
	279/9ए	00	04	46
	279/8वी	00	20	43
	278/1ए	00	02	80
	278/17वी	00	01	15

1	2	3	4	5
9) लीगलवलसा (निरंतर)	278/16वी	00	01	06
	286/7ए	00	17	10
	286/7वी	00	00	16
	286/4	00	03	26
	286/3	00	08	58
	286/2	00	04	44
	287/3	00	00	10
	287/2	00	08	13
	287/1	00	02	09
	254/8	00	13	41
	254/7	00	04	40
	289	00	07	34
	290/1	00	09	41
	253	00	24	92
	252/5	00	19	24
	251/2	00	02	63
	251/3	00	10	94
	251/4	00	08	88
	251/9	00	01	48
	251/7	00	12	14
	251/8	00	11	38
	251/10	00	01	86
	291	00	05	21
	223/3	00	19	62
	223/4	00	07	13
	223/6	00	05	30
	222/7	00	16	10
	222/24	00	08	02
	222/1	00	00	10
	222/2	00	00	10
	222/17	00	02	85
	222/18	00	04	24
	222/6	00	06	33
	222/5	00	01	12
	222/19	00	15	10
	222/22	00	00	12
	221/4	00	03	98
	221/5	00	08	99
	221/6	00	14	47
	221/7	00	00	73
	221/8	00	05	22
	220/4	00	10	62

1	2	3	4	5
9) लॉगलबलसा (निरंतर)	220/3	00	14	94
	208/3	00	00	84
	208/4	00	11	81
	208/5	00	00	21
	208/7	00	06	34
	208/8	00	17	34
	208/10	00	05	01
	208/11	00	06	13
	209/1	00	15	87
	209/2	00	02	14
	209/3	00	01	99
	210/2	00	01	08
	210/3	00	13	76
	210/7	00	02	53
	210/8	00	18	46
	160	00	04	44
	161/1	00	02	98
	161/2	00	09	85
	161/3	00	10	54
	161/9	00	00	16
	161/10	00	06	38
	158/7	00	00	49
	162/1	00	15	10
	162/2	00	09	76
	162/3	00	01	05
	162/4	00	00	26
	157/4	00	00	10
	157/5	00	12	08
	157/6	00	00	32
	157/7	00	02	32
	157/1वी	00	09	09
	172/1	00	00	10
	172/2	00	09	65
	172/3	00	01	22
	172/4	00	05	57
	172/5	00	22	00
	172/7	00	11	03
	172/8	00	02	61
	150/13	00	00	20
	150/14	00	12	95
	150/15	00	03	04
	150/16	00	06	02

1	2	3	4	5
9) लीगलवलसा (निरंतर)	150/17	00	08	66
	150/19	00	03	47
	150/20	00	00	11
	150/21	00	06	22
	150/22	00	01	05
	149	00	04	55
	148/3	00	00	35
	148/4ए	00	30	93
	148/5	00	01	07
	148/6	00	07	93
	147/11	00	00	13
	147/12	00	08	91
10) दरीवाडा (सौदम)	97/2	00	08	83
	97/1	00	02	19
	97/3	00	09	18
	97/4	00	08	73
	97/7	00	00	46
	97/8	00	00	73
	96/1	00	00	83
	96/6	00	01	50
	95/1	00	05	31
	95/2	00	05	95
	95/3	00	00	10
	95/4	00	06	30
	95/5	00	01	36
	95/7	00	01	39
	87/3	00	00	16
	87/4	00	02	20
	87/5	00	03	65
	87/6	00	08	02
	93/1	00	02	54
	88/4वी	00	00	46
	88/4सी	00	08	11
	88/4दी	00	08	67
	88/4ई	00	06	37
	91/1	00	06	71
	91/2	00	01	49
	91/6	00	01	65
	90/2	00	00	48
	90/3	00	06	78
	90/4	00	10	51
	90/5	00	09	08

1	2	3	4	5
10) दरीवाडा (सौदम) (निरंतर)	90/7	00	00	10
	90/8	00	10	97
	90/9	00	00	16
	92	00	06	28
	114/1	00	05	93
	114/2	00	00	10
	114/4	00	00	39
	79/3	00	00	10
	79/4	00	09	91
	79/5	00	19	08
	77/1	00	04	91
	77/2	00	15	05
	77/5ए	00	04	46
	76/1	00	05	87
	76/2	00	04	45
	76/3	00	00	76
	76/4	00	02	12
	76/5	00	13	12
	76/6	00	03	55
	75/1	00	07	71
	75/4	00	03	68
	75/2	00	01	78
	74/5	00	02	63
	74/6	00	06	23
	74/7	00	18	66
	72/8	00	03	38
	69	00	03	32
	68/4	00	08	21
	68/5	00	22	45
	67/5	00	09	50
	67/4	00	07	76
	67/3	00	00	25
	67/6	00	10	79
11) तलातरीया	336/8	00	04	81
	336/7	00	06	13
	336/1	00	04	83
	336/2	00	03	29
	336/3	00	08	79
	336/4	00	05	53
	336/5	00	05	27
	336/6	00	03	07
	336/10	00	00	10

1	2	3	4	5
11) तलातरीया (निरंतर)	335/11	00	03	29
	335/12	00	00	12
	335/13	00	10	11
	337/15	00	03	45
	337/14	00	01	35
	337/13	00	00	82
	337/12	00	02	93
	337/11	00	01	65
	337/10	00	06	37
	337/9	00	07	85
	337/16	00	01	13
	337/8	00	01	56
	337/7	00	00	10
	337/4	00	05	30
	337/5	00	00	61
	337/3	00	04	65
	337/2	00	13	33
	337/1	00	01	50
	335/21	00	03	02
	333/6	00	01	46
	333/7	00	01	56
	333/8	00	09	16
	333/9	00	02	93
	333/10	00	04	89
	333/23	00	18	48
	338/1	00	01	94
	341	00	15	69
	343/1	00	03	61
	343/2	00	01	17
	343/3	00	11	98
	343/6	00	00	62
	343/7	00	13	35
	343/8	00	06	35
	343/16	00	02	32
	343/17	00	00	10
	345/5	00	00	52
	345/6	00	07	70
	345/3	00	00	10
	346	00	20	63
	347/1	00	06	37
	347/2	00	07	76
	347/3	00	06	57

1	2	3	4	5
11) तलातरीया (निरंतर)	347/4	00	04	18
	347/5	00	01	48
	387/2	00	18	84
	387/1	00	05	20
	387/3	00	12	11
	387/5	00	12	12
	387/6	00	03	38
	387/4	00	00	44
	389/1	00	02	83
	389/2	00	05	89
	389/3	00	09	95
	389/4	00	00	10
	385/1	00	01	56
	385/4	00	15	81
	385/5	00	05	58
	385/3	00	02	36
	385/6	00	04	28
	385/9	00	02	21
	385/10	00	04	46
	385/11	00	01	95
	385/12	00	00	26
	384/3	00	01	27
	384/4	00	08	54
	383/5	00	07	96
	383/6	00	07	51
	383/7	00	06	61
	383/10	00	14	88
	383/11	00	01	71
	383/12	00	01	12
	383/13	00	02	71
	383/14	00	04	75
	383/15	00	01	31
	383/16	00	00	10
	382/14	00	00	20
	382/23	00	04	32
	382/22	00	00	10
मंडल/ नेहसिल/ तालुक :कोटाबोम्मली	जिला :श्रीकाकुलम	राज्य :आन्ध्र प्रदेश		
1) आनन्दपुरम	127	00	14	81
	128/4	00	03	74
	128/5	00	12	16
	128/8	00	05	80
	128/9	00	15	82
	142/1ए	00	11	92

1	2	3	4	5
1) आनन्दपुरम (निरंतर)	142/1वी	00	02	05
	141/1वी	00	00	10
	141/1मी	00	04	39
	141/2	00	17	18
	140/6	00	01	29
	140/1	00	22	78
	140/2	00	04	37
	140/3	00	01	76
	139/7ए	00	01	36
	139/7वी.	00	05	78
2) सौदम	171/1	00	00	26
	119	00	05	04
3) विश्वनन्धापुरम	13/9	00	00	10
	13/8	00	04	47
	13/7	00	02	37
	13/6	00	03	93
	13/5वी	00	00	97
	13/5ए	00	00	15
	13/12	00	01	55
	13/13वी	00	04	74
	13/13ए	00	04	38
	13/13ई	00	00	98
	13/13डी	00	02	06
	13/13मी	00	02	31
	13/2	00	00	92
	13/13एफ	00	00	10
	13/1	00	05	29
	12/15	00	00	87
	12/20	00	03	15
	12/21वी	00	01	44
	12/21ए	00	04	01
	12/19	00	02	24
	12/18	00	00	21
	12/8	00	05	99
	16	00	14	63
	12/7	00	00	10
	22/16डी	00	00	10
	22/16मी	00	00	71
	22/16वी	00	02	42
	22/16ए	00	03	07
	22/15	00	06	99
	22/3	00	00	56

1	2	3	4	5
3) विश्वनन्धापुरम (निरंतर)	22/4	00	05	34
	22/5	00	01	77
	22/14	00	00	74
	22/6	00	10	36
	22/7	00	00	32
	17/9	00	00	10
	17/10	00	07	28
	17/12	00	08	29
	17/11	00	03	95
	21/3ए	00	18	13
	21/2	00	00	61
	21/4	00	04	28
	21/3बी	00	00	30
	20/13	00	00	58
	20/14	00	02	05
	20/20	00	04	72
	20/21	00	01	15
	20/19	00	06	17
	20/18	00	01	79
	20/17	00	03	57
	20/16	00	04	83
	33	00	00	15
	35/18	00	02	94
	35/17	00	04	38
	35/11	00	03	10
	35/12	00	00	61
	35/16	00	07	54
	35/15	00	01	43
	36/5	00	02	92
	36/4	00	05	87
	36/3	00	02	62
	36/2	00	00	41
	36/7	00	09	42
	36/8	00	02	96
	36/9	00	00	10
	36/21	00	06	22
	36/20	00	04	32
	36/11	00	01	70
	36/18	00	03	55
	36/19	00	01	84
	36/17	00	05	28
	36/15	00	00	68

1	2	3	4	5
3) विश्वनन्धापुरम (निरंतर)	36/14	00	00	18
	37	00	04	57
	53/2	00	05	37
	53/1	00	00	58
	52/7	00	08	63
	52/8	00	10	52
	52/1	00	02	60
	52/9	00	00	41
	52/6	00	03	15
	52/5	00	11	94
	52/10	00	00	99
	52/4	00	01	07
	52/3	00	07	48
	52/2	00	04	13
	51/1	00	02	56
	51/2	00	00	10
	47	00	52	29
	48/1	00	00	38

[फा सं. एल.-14014/37/2010-जी.पी.]

स्नेह प्रभा मदान, अवर सचिव

New Delhi, the 8th June, 2010

S. O. 1536.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of Natural Gas from Onshore Terminal at East Coast of Andhra Pradesh of M/s. Reliance Industries Limited to consumers in various parts of the country, Kakinada-Basudebpur-Howrah Pipeline should be laid by M/s. Relogistics Infrastructure Limited;

And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to Shri K. Gangachalam, Competent Authority, Relogistics Infrastructure Limited, D.No. 67-11-21/2, Savisuja, Opp New Century Public School, L.B. Nagar, Kakinada - 533003, East Godavari District, Andhra Pradesh State.

Schedule

Mandal/Tehsil/Taluk:Jalumuru		District:Srikakulam		State:ANDHRA PRADESH	
Village	Survey No./Sub-Division No.	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Kurmanadhapuram	53	00	18	90	
	54	00	46	10	
	56	00	20	84	
	57	00	26	98	
	58	00	07	57	
	45	00	05	82	
	44	00	00	10	
	37	00	06	20	
	38	00	48	35	
	39	00	40	75	
	40	00	00	10	
2) Kotturu	37/3	00	00	10	
3) Tallavalasa	21/4	00	02	65	
	21/5B	00	05	95	
	21/11	00	06	20	
	21/10	00	04	24	
	21/9	00	04	89	
	21/7	00	02	79	
	21/6	00	05	10	
	21/14	00	04	16	
	20/4	00	00	75	
	20/7	00	02	64	
	20/9	00	03	77	
	20/11	00	04	61	
	22/4	00	00	27	
	22/3	00	05	85	
	22/6	00	09	46	
	21/8	00	00	10	
	22/10	00	07	27	
	22/11	00	02	55	
	22/7	00	00	17	
	22/9	00	05	36	
	22/8	00	01	11	
	23/1	00	02	45	
	23/2	00	00	63	
	23/8	00	04	93	
	23/7	00	00	10	

1	2	3	4	5
3) Tailavala (Contd)	23/9	00	00	88
	19/9	00	00	23
	19/10	00	00	84
	19/11	00	01	79
	19/12	00	02	42
	19/3	00	00	10
	19/19	00	06	60
	19/22	00	10	36
	18/1	00	06	98
	18/2	00	10	09
	18/3	00	01	74
	18/15	00	01	05
	17/1A	00	00	10
	17/1B	00	03	48
	17/2	00	03	04
	17/3	00	15	69
	13/3	00	13	01
	13/4	00	09	68
	13/5	00	12	88
	12/4	00	00	99
	12/5	00	09	09
	12/6	00	07	30
	10/14	00	06	99
	10/9	00	06	70
	10/8	00	04	44
	10/7	00	01	52
	7/1	00	03	54
	7/2	00	02	44
	7/3	00	02	62
	7/4	00	00	15
	10/4	00	00	10
	8/7	00	03	60
	8/9	00	01	85
	8/8	00	01	87
	8/6	00	01	72
	8/14	00	00	84
	8/10	00	01	79
	8/11	00	06	36
	8/5	00	00	82
	8/12	00	00	10
	8/18	00	04	87
	8/17	00	04	21

1	2	3	4	5
3) Tallavalasa (Contd)	8/16	00	03	45
	8/15	00	03	37
	8/20	00	00	58
	2/15	00	00	10
	3/10	00	00	12
	3/9	00	00	41
	3/7	00	12	11
	3/8	00	03	46
	3/3	00	05	51
	3/5	00	06	74
	3/4	00	14	30
	5/1	00	02	33
	5/2	00	00	10
	4/1	00	04	54
	4/2	00	03	93
	4/3	00	02	88
	4/4	00	06	57
	4/5	00	06	33
	4/11	00	17	49
	4/12	00	05	50
	4/13	00	00	29
4) Guggili	1/4	00	01	07
	1/5	00	00	10
	1/6	00	00	46
	1/8	00	06	72
	1/9	00	00	10
	1/10	00	08	09
	1/11	00	00	20
	1/12	00	00	98
	1/13	00	06	75
	1/16	00	01	75
	1/17	00	06	29
	1/18	00	03	95
	5/1	00	03	77
	5/2	00	01	90
	5/10	00	00	10
5) Velusoda	57/6	00	03	19
6) Karavanja	43/5	00	10	85
	43/6	00	00	10
	43/4	00	07	74
	43/3	00	00	10
	43/8	00	19	48

1	2	3	4	5
6) Karavanja (Contd)	43/9	00	00	78
	43/17	00	10	96
	43/10A	00	04	36
	43/10B	00	01	37
	43/11	00	05	12
	43/13B	00	02	99
	43/14	00	00	10
	43/15	00	10	60
	43/16	00	00	14
	42/1	00	22	52
	42/2B	00	00	10
	41	00	30	41
	40	00	15	78
	39/2	00	01	34
	39/3	00	08	76
	39/6	00	00	10
	39/5B	00	00	22
	39/5A	00	01	27
	39/4	00	03	17
	39/1	00	01	51
	39/13	00	03	09
	39/8	00	01	24
	39/9	00	04	89
	39/12	00	01	02
	39/21A	00	00	10
	39/19A	00	02	10
	39/19B	00	00	69
	39/18	00	00	82
	39/17	00	05	93
	38/11	00	00	26
	38/10	00	05	56
	38/8	00	03	23
	38/9	00	05	30
	38/13	00	10	68
	37/1	00	08	37
	37/2	00	00	10
	37/3	00	04	20
	37/4	00	04	46
	37/6	00	00	77
	37/7	00	00	29
	37/8	00	06	48
	37/10	00	13	18

1	2	3	4	5
6) Karavanja (Contd)	36	00	06	62
	35/1	00	02	49
	34/2A	00	15	63
	34/1A	00	00	10
	34/2B	00	11	61
	34/1B	00	02	44
	34/3	00	14	19
	34/5A	00	01	88
	34/4	00	00	30
	33/6	00	00	13
	33/7	00	10	94
	33/8	00	03	08
	33/13	00	05	29
	33/14	00	13	35
	52/4A	00	07	10
	52/1A	00	30	49
	52/1B	00	00	10
	53/7B	00	09	04
	53/3	00	00	21
	53/4A	00	00	86
	53/4B	00	11	60
	53/6	00	02	06
	53/1	00	00	10
	53/5A	00	08	56
	53/5B	00	04	73
	54/7	00	04	98
	54/8	00	07	59
	54/3C	00	12	42
	56/6A	00	00	37
	56/7	00	08	03
	56/5A	00	21	42
	56/1E	00	01	05
	56/5C	00	00	66
	56/5B	00	03	44
	56/4	00	07	50
	56/3	00	06	52
	56/2	00	07	43
	57/8	00	01	61
	69	00	03	46
	70/1A	00	17	40
	68/5A	00	03	09
	68/5B	00	14	01

1	2	3	4	5
6) Karavanja (Contd)	68/4	00	00	10
	68/6	00	00	58
	68/9A	00	26	62
	68/9B	00	03	39
	68/7	00	01	97
	68/8	00	02	56
	67	00	35	65
	60	00	08	80
	63/2C	00	10	44
	71	00	02	66
	63/1	00	01	14
7) Goliyaputti	48/1	00	20	46
	48/2	00	21	16
	49/8	00	00	10
	49/7	00	17	56
	49/1	00	02	35
	49/2	00	15	10
	49/3	00	00	17
	50/13	00	00	34
	60/5	00	00	10
	62/1	00	07	90
	61/1	00	18	09
	61/2	00	00	92
	61/3	00	20	29
	61/9	00	03	39
	61/8	00	01	38
	61/4	00	09	04
	61/5	00	02	94
8) Rana	3/1	00	07	30
	3/2	00	05	70
	3/3	00	13	96
	5/1	00	08	87
	2/9	00	26	28
	2/6	00	01	90
	25/1	00	29	28
	25/2	00	00	80
	25/3	00	00	87
	25/4	00	02	72
	24/2	00	08	35
	21/1	00	05	21
	21/2	00	28	58
	21/3	00	00	10

1	2	3	4	5
8) Rana (Contd)	20/3	00	00	10
	20/4	00	13	30
	20/5	00	04	88
	20/6	00	12	11
	20/2	00	11	69
	19/1	00	00	39
	56/9	00	00	46
	56/10	00	33	84
	18/2	00	00	10
	58/9	00	00	31
	58/10	00	01	03
	58/11	00	04	70
	58/12	00	08	89
	58/13	00	02	44
	18/1	00	00	10
	59/1	00	02	37
	59/2	00	13	63
	59/3	00	04	57
	59/4	00	04	54
	59/5	00	02	05
	60/2	00	00	10
	60/7	00	00	61
	60/8	00	01	23
	60/9	00	04	08
	60/10	00	04	08
	60/11	00	01	13
	60/12	00	06	70
	60/13	00	07	60
	60/14	00	00	52
	60/18	00	00	56
	60/19	00	06	21
	60/20	00	01	20
	64/1	00	25	76
	64/2	00	01	86
	64/4	00	00	14
	64/6	00	00	10
	64/8	00	00	28
	63/5	00	01	09
	63/6	00	03	22
	63/7	00	02	55
	63/8	00	02	99
	63/9	00	04	24

1	2	3	4	5
8) Rana (Contd)	72/1	00	06	07
	72/3	00	00	10
	72/4	00	01	31
	72/5	00	02	88
	72/6	00	00	16
	72/7	00	04	30
	72/8	00	01	46
	72/9	00	05	93
	72/10	00	07	39
	72/11	00	06	15
	72/12	00	05	21
	72/13	00	01	71
	73/2	00	16	73
	73/3	00	00	82
	73/4	00	04	20
	73/5	00	03	44
	73/6	00	07	77
	73/7	00	12	08
	74/4	00	00	30
	74/5	00	09	62
	74/6	00	02	24
	74/7	00	05	12
	74/8	00	07	25
	74/9	00	27	72
	74/10	00	01	22
9) Lingalavalasa	280/3	00	04	73
	282/4	00	05	99
	282/5	00	01	85
	282/3C	00	16	12
	282/1C	00	00	73
	282/2B	00	00	10
	282/1B	00	14	16
	282/1A	00	02	41
	281/1A	00	04	73
	279/6	00	05	68
	279/7	00	02	07
	279/8A	00	17	25
	279/5	00	05	51
	279/9A	00	04	46
	279/8B	00	20	43
	278/1A	00	02	80
	278/17B	00	01	15

1	2	3	4	5
9) Lingalavalasa (Contd)	278/16B	00	01	06
	286/7A	00	17	10
	286/7B	00	00	16
	286/4	00	03	26
	286/3	00	08	58
	286/2	00	04	44
	287/3	00	00	10
	287/2	00	08	13
	287/1	00	02	09
	254/8	00	13	41
	254/7	00	04	40
	289	00	07	34
	290/1	00	09	41
	253	00	24	92
	252/5	00	19	24
	251/2	00	02	63
	251/3	00	10	94
	251/4	00	08	88
	251/9	00	01	48
	251/7	00	12	14
	251/8	00	11	38
	251/10	00	01	86
	291	00	05	21
	223/3	00	19	62
	223/4	00	07	13
	223/6	00	05	30
	222/7	00	16	10
	222/24	00	08	02
	222/1	00	00	10
	222/2	00	00	10
	222/17	00	02	85
	222/18	00	04	24
	222/6	00	06	33
	222/5	00	01	12
	222/19	00	15	10
	222/22	00	00	12
	221/4	00	03	98
	221/5	00	08	99
	221/6	00	14	47
	221/7	00	00	73
	221/8	00	05	22
	220/4	00	10	62

1	2	3	4	5
9) Lingalavalasa (Contd)	220/3	00	14	94
	208/3	00	00	84
	208/4	00	11	81
	208/5	00	00	21
	208/7	00	06	34
	208/8	00	17	34
	208/10	00	05	01
	208/11	00	06	13
	209/1	00	15	87
	209/2	00	02	14
	209/3	00	01	99
	210/2	00	01	08
	210/3	00	13	76
	210/7	00	02	53
	210/8	00	18	46
	160	00	04	44
	161/1	00	02	98
	161/2	00	09	85
	161/3	00	10	54
	161/9	00	00	16
	161/10	00	06	38
	158/7	00	00	49
	162/1	00	15	10
	162/2	00	09	76
	162/3	00	01	05
	162/4	00	00	26
	157/4	00	00	10
	157/5	00	12	08
	157/6	00	00	32
	157/7	00	02	32
	157/1B	00	09	09
	172/1	00	00	10
	172/2	00	09	65
	172/3	00	01	22
	172/4	00	05	57
	172/5	00	22	00
	172/7	00	11	03
	172/8	00	02	61
	150/13	00	00	20
	150/14	00	12	95
	150/15	00	03	04
	150/16	00	06	02

9) Lingalavakasa (Conid)				
1	2	3	4	5
150/17	00	08	66	47
150/19	00	03	11	22
150/20	00	00	05	05
150/21	00	06	55	35
150/22	00	01	93	07
149	00	04	93	07
148/3	00	00	93	07
148/4A	00	30	93	07
148/5	00	01	93	07
148/6	00	07	93	07
147/11	00	00	13	13
147/12	00	08	91	91
10) Darivada(Soudam)				
97/12	00	08	83	19
97/1	00	02	18	73
97/3	00	09	46	73
97/4	00	08	36	39
97/7	00	00	50	31
97/8	00	00	83	50
96/1	00	00	31	95
96/6	00	01	30	10
95/1	00	05	36	02
95/2	00	05	54	02
95/3	00	00	46	11
95/4	00	06	67	37
95/5	00	01	71	49
95/7	00	01	65	48
87/3	00	00	78	51
87/4	00	02	08	90/5
87/5	00	03	00	90/4
87/6	00	08	00	90/3
93/1	00	02	00	90/2
88/4B	00	00	00	91/6
88/4C	00	08	00	91/2
88/4D	00	08	00	91/1
88/4E	00	06	00	88/4E
90/5	00	09	00	90/4
90/4	00	10	00	90/3
90/3	00	06	00	90/2
90/2	00	00	00	91/6
91/6	00	01	00	91/2
91/2	00	01	00	91/1
91/1	00	06	00	88/4E
88/4E	00	06	00	88/4D
88/4D	00	08	00	88/4C
88/4C	00	08	00	88/4B
88/4B	00	00	00	93/1
93/1	00	02	00	87/6
87/6	00	08	00	87/5
87/5	00	03	00	87/4
87/4	00	02	00	87/3
87/3	00	00	00	95/7
95/7	00	01	00	95/5
95/5	00	01	00	95/4
95/4	00	06	00	95/3
95/3	00	00	00	95/2
95/2	00	05	00	95/1
95/1	00	05	00	96/6
96/6	00	01	00	96/1
96/1	00	00	00	97/8
97/8	00	00	00	97/7
97/7	00	00	00	97/4
97/4	00	08	00	97/3
97/3	00	09	00	97/1
97/1	00	02	00	97/12

1	2	3	4	5
10) Darivada(Soudam) (Contd)	90/7	00	00	10
	90/8	00	10	97
	90/9	00	00	16
	92	00	06	28
	114/1	00	05	93
	114/2	00	00	10
	114/4	00	00	39
	79/3	00	00	10
	79/4	00	09	91
	79/5	00	19	08
	77/1	00	04	91
	77/2	00	15	05
	77/5A	00	04	46
	76/1	00	05	87
	76/2	00	04	45
	76/3	00	00	76
	76/4	00	02	12
	76/5	00	13	12
	76/6	00	03	55
	75/1	00	07	71
	75/4	00	03	68
	75/2	00	01	78
	74/5	00	02	63
	74/6	00	06	23
	74/7	00	18	66
	72/8	00	03	38
	69	00	03	32
	68/4	00	08	21
	68/5	00	22	45
	67/5	00	09	50
	67/4	00	07	76
	67/3	00	00	25
	67/6	00	10	79
11) Talatariya	336/8	00	04	81
	336/7	00	06	13
	336/1	00	04	83
	336/2	00	03	29
	336/3	00	08	79
	336/4	00	05	53
	336/5	00	05	27
	336/6	00	03	07
	336/10	00	06	10

1	2	3	4	5
11) Talatariya (Contd)	335/11	00	03	29
	335/12	00	00	12
	335/13	00	10	11
	337/15	00	03	45
	337/14	00	01	35
	337/13	00	00	82
	337/12	00	02	93
	337/11	00	01	65
	337/10	00	06	37
	337/9	00	07	85
	337/16	00	01	13
	337/8	00	01	56
	337/7	00	00	10
	337/4	00	05	30
	337/5	00	00	61
	337/3	00	04	65
	337/2	00	13	33
	337/1	00	01	50
	335/21	00	03	02
	333/6	00	01	46
	333/7	00	01	56
	333/8	00	09	16
	333/9	00	02	93
	333/10	00	04	89
	333/23	00	18	48
	338/1	00	01	94
	341	00	15	69
	343/1	00	03	61
	343/2	00	01	17
	343/3	00	11	98
	343/6	00	00	62
	343/7	00	13	35
	343/8	00	06	35
	343/16	00	02	32
	343/17	00	00	10
	345/5	00	00	52
	345/6	00	07	70
	345/3	00	00	10
	346	00	20	63
	347/1	00	06	37
	347/2	00	07	76
	347/3	00	06	57

1	2	3	4	5
11) Talatariya (Contd)	347/4	00	04	18
	347/5	00	01	48
	387/2	00	18	84
	387/1	00	05	20
	387/3	00	12	11
	387/5	00	12	12
	387/6	00	03	38
	387/4	00	00	44
	389/1	00	02	83
	389/2	00	05	89
	389/3	00	09	95
	389/4	00	00	10
	385/1	00	01	56
	385/4	00	15	81
	385/5	00	05	58
	385/3	00	02	36
	385/6	00	04	28
	385/9	00	02	21
	385/10	00	04	46
	385/11	00	01	95
	385/12	00	00	26
	384/3	00	01	27
	384/4	00	08	54
	383/5	00	07	96
	383/6	00	07	51
	383/7	00	06	61
	383/10	00	14	88
	383/11	00	01	71
	383/12	00	01	12
	383/13	00	02	71
	383/14	00	04	75
	383/15	00	01	31
	383/16	00	00	10
	382/14	00	00	20
	382/23	00	04	32
	382/22	00	00	10

Mandal/Tehsil/Taluk: Kotabommali	District: Srikakulam	State: ANDHRA PRADESH		
1) Anandapuram	127	00	14	81
	128/4	00	03	74
	128/5	00	12	16
	128/8	00	05	80
	128/9	00	15	82
	142/1A	00	11	92

1	2	3	4	5
1) Anandapuram-(Contd)	142/1B	00	02	05
	141/1B	00	00	10
	141/1C	00	04	39
	141/2	00	17	18
	140/6	00	01	29
	140/1	00	22	78
	140/2	00	04	37
	140/3	00	01	76
	139/7A	00	01	36
	139/7B	00	05	78
2) Soudam	171/1	00	00	26
	119	00	05	04
3) Viswanandhapuram	13/9	00	00	10
	13/8	00	04	47
	13/7	00	02	37
	13/6	00	03	93
	13/5B	00	00	97
	13/5A	00	00	15
	13/12	00	01	55
	13/13B	00	04	74
	13/13A	00	04	38
	13/13E	00	00	98
	13/13D	00	02	06
	13/13C	00	02	31
	13/2	00	00	92
	13/13F	00	00	10
	13/1	00	05	29
	12/15	00	00	87
	12/20	00	03	15
	12/21B	00	01	44
	12/21A	00	04	01
	12/19	00	02	24
	12/18	00	00	21
	12/8	00	05	99
	16	00	14	63
	12/7	00	00	10
	22/16D	00	00	10
	22/16C	00	00	71
	22/16B	00	02	42
	22/16A	00	03	07
	22/15	00	06	99
	22/3	00	00	56

1	2	3	4	5
3) Viswanandhapuram (Contd)	22/4	00	05	34
	22/5	00	01	77
	22/14	00	00	74
	22/6	00	10	36
	22/7	00	00	32
	17/9	00	00	10
	17/10	00	07	28
	17/12	00	08	29
	17/11	00	03	95
	21/3A	00	18	13
	21/2	00	00	61
	21/4	00	04	28
	21/3B	00	00	30
	20/13	00	00	58
	20/14	00	02	05
	20/20	00	04	72
	20/21	00	01	15
	20/19	00	06	17
	20/18	00	01	79
	20/17	00	03	57
	20/16	00	04	83
	33	00	00	15
	35/18	00	02	94
	35/17	00	04	38
	35/11	00	03	10
	35/12	00	00	61
	35/16	00	07	54
	35/15	00	01	43
	36/5	00	02	92
	36/4	00	05	87
	36/3	00	02	62
	36/2	00	00	41
	36/7	00	09	42
	36/8	00	02	96
	36/9	00	00	10
	36/21	00	06	22
	36/20	00	04	32
	36/11	00	01	70
	36/18	00	03	55
	36/19	00	01	84
	36/17	00	05	28
	36/15	00	00	68

1	2	3	4	5
3) Viswanandhapuram (Contd)	36/14	00	00	18
	37	00	04	57
	53/2	00	05	37
	53/1	00	00	58
	52/7	00	08	63
	52/8	00	10	52
	52/1	00	02	60
	52/9	00	00	41
	52/6	00	03	15
	52/5	00	11	94
	52/10	00	00	99
	52/4	00	01	07
	52/3	00	07	48
	52/2	00	04	13
	51/1	00	02	56
	51/2	00	00	10
	47	00	52	29
	48/1	00	00	38

[F. No. L-14014/37/2010-GP]
SNEH P. MADAN, Under Secy.

नई दिल्ली, 8 जून 2010

का. आ. 1537.— भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलाएन्स इंडस्ट्रीज लिमिटेड की आन्ध्र प्रदेश में पूर्वोत्तर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकिनाडा-बामुदेवपुर-हावड़ा पाइपलाइन बिछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री के. गंगाचलम, सक्षम प्राधिकारी, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, डोर नं. 67-11-21/2, सावि सुजा, न्यु सेंचुरी पब्लिक स्कूल के सामने, एल.वी.नगर, काकिनाडा - 533 003, पूर्वी गोदावरी जिला, आन्ध्र प्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/ तेहसिल/ तालुक : कोटाबोम्मली	जिला : श्रीकाकुलम	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं / सब डिविजन सं	आर.ओ.यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) पल्लुपुरम	408/2	00	01	34
	408/3	00	20	52
	398	00	25	31
	397	01	27	88
	396/2	00	05	39
	396/1	00	14	76
	354/20	00	00	39
	354/21	00	03	74
	354/22	00	00	10
	354/25	00	06	01
	354/26	00	06	81
	355/9	00	14	53
	355/8	00	03	87
	355/1	00	00	47
	355/2	00	04	72
	355/3	00	07	83
	355/7	00	00	72
	355/6	00	04	48
	355/4	00	01	54
	355/5	00	16	75
	353/27	00	00	10
	353/28	00	01	25
	356/6	00	11	29
	353/25	00	00	47
	356/5	00	03	78
	356/4	00	02	32
	356/3	00	03	12
	356/2	00	06	74
	356/1	00	09	49
	351	00	05	09
	350/20	00	04	02
	350/11	00	03	15
	350/10	00	05	35
	350/9	00	03	86
	350/7	00	00	38
	350/8	00	07	63
	350/13	00	01	53

1	2	3	4	5
1) पत्तपुरम (निरंतर)	350/5	00	08	42
	350/15	00	02	41
	350/4	00	12	08
	350/16	00	00	10
	350/3	00	05	09
	349/1	00	07	86
	340/20	00	00	10
	341/16	00	10	53
	341/13	00	00	10
	349/2	00	01	10
	341/15	00	02	89
	341/17	00	05	60
	341/12	00	07	16
	341/11	00	05	25
	341/10	00	00	96
	342/13	00	06	92
	342/12	00	03	50
	342/2	00	04	13
	342/3	00	13	57
	342/9	00	00	26
	342/4	00	12	62
	342/5	00	03	74
	343/1	00	00	10
	309/13	00	04	81
	309/12	00	04	02
	309/14	00	08	17
	309/15	00	03	12
	309/11	00	03	68
	309/20	00	00	99
	309/5	00	09	71
	309/6	00	00	10
	309/7	00	10	30
	309/8	00	04	51
	307/17	00	08	39
	309/10	00	00	10
	309/9	00	00	39
	307/16	00	06	89
	308/1	00	00	71
	307/10	00	01	17
	305/8	00	03	80
	305/11	00	00	46
	305/9	00	03	08

1	2	3	4	5
1) पत्तुपुरम (निरंतर)	305/10	00	00	67
	305/6	00	06	15
	305/7	00	00	66
	305/3	00	06	77
	305/4	00	01	13
	304	00	06	41
	303/7	00	05	07
	303/6	00	16	67
	303/5	00	01	42
	303/4	00	05	37
	303/3	00	05	46
	303/2	00	04	22
	303/1	00	00	70
	302	00	30	84
	301/2	00	02	45
	300	00	14	49
	239/1	00	12	83
	240/2	00	01	36
	240/1	00	04	14
	244/8	00	04	20
	244/7	00	10	85
	244/5	00	01	48
	244/4	00	03	64
	244/6	00	01	42
	243	00	00	10
	244/3	00	06	00
	244/2	00	03	20
	246/21	00	03	08
	246/19	00	00	73
	246/20	00	06	26
	246/22	00	02	21
	246/15	00	21	11
	246/14	00	03	76
	247/3	00	02	72
	247/1	00	06	77
	250/12	00	06	36
	250/11	00	00	10
	250/10	00	21	07
	248/5	00	00	47
	248/3	00	00	52
	248/2	00	01	89
	248/1	00	04	69

1	2	3	4	5
1) पत्तुपुरम (निरंतर)	249/2	00	03	25
	249/3	00	00	63
	249/1	00	05	44
	250/14	00	04	76
	250/13	00	00	95
	249/5	00	00	26
	255/3	00	15	05
	255/2	00	22	30
	255/1	00	17	21
	45	00	32	60
	44	00	45	16
	49	00	57	83
	38	00	33	14
	36	00	32	40
	39	00	05	30
	35	00	26	64
	33	00	15	71
	34	00	16	23
	32	00	03	45
	31	00	76	15
2) कुदुरु	78	00	28	27
	86	00	43	13
	85	00	01	53
	79	00	03	55
	84	00	31	20
	83	00	01	61
	82	00	51	23
	103	00	05	23
	102	00	09	66
	101	00	57	28
	96	00	01	76
	100	00	08	83
	99	00	03	49
	97	00	00	80
	98	00	41	19
	179	00	29	11
	180	00	24	91
	182	00	80	22
	185	00	07	81
	184	00	03	40
	186	00	05	94
	203	00	30	56

1	2	3	4	5
2) कुदुरु (निरंतर)	204	00	23	63
	207	00	13	10
	208	00	45	21
	209	00	00	10
	210	00	13	02
	211	00	59	95
	212	00	25	68
	309	00	34	47
	310	00	48	75
	319	00	33	64
	320	00	39	23
	326	00	52	98
	332	01	14	51
	331	00	01	56
	330	00	42	93
3) कोत्तापल्ली	312/5	00	09	09
	312/6	00	07	42
	312/3	00	00	80
	312/7	00	10	04
	312/8	00	16	35
	311/5	00	14	94
	311/6	00	05	34
	311/3	00	22	10
	311/9	00	06	99
	311/10	00	19	58
	310/3	00	26	55
	310/2	00	08	43
	310/1	00	05	37
	308/8	00	00	10
	308/13	00	07	21
	308/12	00	00	10
4) चिन्नसना	291	00	03	60
	293/4	00	01	66
	293/6	00	00	32
	293/7	00	28	25
	293/8	00	19	62
	293/9	00	03	23
	288/1	00	12	52
	289/11	00	01	32
	289/12	00	06	21
	289/13	00	00	10
	289/15	00	00	51

1	2	3	4	5
4) चिन्सना (निरंतर)	289/16	00	13	00
	289/17	00	23	29
	289/18	00	01	29
	289/19	00	05	61
	289/20	00	08	81
	282	00	17	22
	285	00	01	85
	245	00	00	10
	244/3	00	00	10
	244/4	00	02	60
	244/5	00	09	18
	244/6	00	00	36
	244/7	00	01	48
	244/9	00	02	95
	244/10	00	07	79
	244/11	00	04	42
	244/12	00	01	82
	244/13	00	05	54
	244/14	00	05	97
	244/15	00	00	18
	244/16	00	11	82
	244/17	00	05	56
	243/1	00	00	91
	243/2	00	03	77
	243/3	00	07	37
	243/4	00	03	42
	243/5	00	04	74
	243/6	00	03	98
	202	00	02	28
	203/1	00	04	98
	203/2	00	32	52
	204	00	04	81
	197/3	00	00	29
	197/4	00	15	91
	197/8	00	20	06
	197/9	00	11	19
	196/1	00	15	07
	196/2	00	10	34
	196/3	00	10	39
	196/4	00	00	30
	196/13	00	05	14
	196/14	00	00	10

1	2	3	4	5
4) चिन्नसना (निरंतर)	196/15	00	19	31
5) गुडीवाडा	48/8	00	08	16
	48/6	00	10	93
	48/7	00	04	87
	48/9	00	00	21
	48/10	00	09	37
	48/11	00	12	67
	48/18	00	03	69
	48/17	00	11	14
	48/16	00	05	47
	47/9	00	03	85
	47/10	00	01	94
	47/8	00	05	83
	47/4	00	17	22
	47/5	00	03	05
	47/7	00	17	99
	47/11	00	00	10
	46/1	00	27	02
	42/6	00	20	60
	42/10	00	00	86
	42/4	00	00	60
	42/7	00	03	02
	42/9	00	07	12
	42/8	00	00	10
	40	00	06	60
मंडल/ तेहसिल/ तालुक : टेक्कली	जिला : श्रीकाकुलम	राज्य : आन्ध्र प्रदेश		
1) पेदासना	184/9	00	02	31
	184/10	00	13	34
	187/7	00	02	66
	187/10	00	10	69
	187/11	00	16	14
	189/4	00	00	70
	189/1	00	02	54
	189/3	00	01	96
	189/2	00	05	19
	189/8	00	01	65
	189/9	00	00	10
	189/13	00	00	10
	189/14	00	00	10
	188	00	11	59
	169	00	00	17
	181/9	00	01	56
	181/10	00	19	40

1	2	3	4	5
1) पेदासना (निरंतर)	181/12	00	00	55
	181/11	00	05	81
	181/17	00	07	29
	181/18	00	01	11
	181/29	00	21	15
	181/28	00	13	70
	181/27	00	07	18
	181/26	00	02	93
	181/25	00	04	68
	181/24	00	18	66
	181/23	00	00	17
	170/1	00	19	88
	172/2	00	10	65
	172/3	00	27	38
	171	00	01	70
	155/1	00	03	60
	155/8	00	00	13
	154	00	04	16
	151/1	00	04	98
	151/2	00	04	29
	151/3	00	11	72
	151/4	00	01	55
	151/5	00	12	51
	151/6	00	02	57
	153/10	00	05	18
	153/9	00	05	92
	153/8	00	00	46
	151/8	00	16	89
	150/1	00	03	33
	150/2	00	01	60
	150/3	00	02	37
	150/4	00	02	00
	150/5	00	00	18
	150/8	00	02	73
	149/1	00	02	19
	149/2	00	01	52
	149/3	00	01	48
	149/4	00	00	56
	149/7	00	00	10
2) पोलावरम	129/2	00	00	68
	128	00	06	56
	126/4	00	05	59

1	2	3	4	5
2) पोलावरम् (निरंतर)	12 6/5	00	09	93
	12 6/6	00	07	46
	12 6/24	00	14	26
	12 7/7	00	00	10
	12 7/5	00	12	83
	12 7/2	00	00	10
	12 7/4	00	01	96
	13 1/2	00	05	75
	13 1/1	00	00	10
	13 1/3	00	08	08
	13 1/5	00	05	15
	12 3/8	00	05	75
	12 3/9	00	07	78
	12 3/7	00	01	29
	12 3/5	00	00	25
	12 3/6	00	07	17
	12 3/4	00	03	37
	13 2/1	00	00	51
	12 2/12	00	13	78
	12 2/13	00	06	64
	12 2/14ए	00	02	29
	12 2/8ए	00	00	16
	12 2/2बी	00	15	19
	12 1/22	00	02	70
	12 1/23	00	03	00
	13 6/8ए	00	05	22
	13 6/22बी	00	00	52
	13 6/10बी	00	03	52
	13 6/11बी	00	00	53
	13 6/14	00	01	12
	13 6/15	00	07	19
	13 6/19	00	01	96
	13 6/17	00	01	36
	13 6/16	00	01	05
	13 6/18	00	01	24
	13 6/20	00	01	26
	13 5/10	00	01	78
	13 5/11	00	00	86
	13 5/12	00	02	27
	13 7/9	00	05	31
	13 7/7	00	01	07
	13 7/10	00	02	67

1	2	3	4	5
2) पोलावरम (निरंतर)	137/8	00	05	14
	137/5	00	02	68
	137/4	00	00	16
	137/3	00	01	56
	242/6ए	00	01	43
	242/5	00	05	20
	242/4	00	06	19
	242/9	00	00	78
	242/10ए	00	00	10
	242/17	00	05	43
	242/18ए	00	01	02
	242/16	00	04	75
	242/15	00	05	60
	242/14	00	02	75
	242/13	00	02	02
	242/12	00	05	05
	241/11	00	00	10
	241/12	00	15	78
	241/7	00	02	25
	243/1	00	05	48
	243/2	00	00	30
	244/5	00	09	77
	244/2	00	00	10
	244/6	00	03	98
	244/4	00	07	98
	244/3	00	04	74
	245	00	02	21
	246	00	02	15
	239	00	00	17
	238/9	00	00	93
	238/10	00	02	69
	238/8	00	02	50
	238/6	00	07	34
	238/7	00	00	87
	247/8	00	01	59
	247/3	00	04	14
	247/4	00	05	91
	247/2	00	02	63
	247/1	00	00	29
	248/2	00	08	22
	248/3	00	03	51
	248/5	00	00	10

1	2	3	4	5
2) पोलावरम (निरंतर)	248/4	00	02	52
	249/9	00	04	25
	249/6	00	03	19
	249/5	00	03	58
	249/10	00	03	80
	249/11	00	00	17
	249/4	00	12	16
	249/3	00	16	48
	307/2	00	02	74
	307/9	00	11	32
	307/8	00	04	75
	307/13	00	02	84
	307/5	00	04	00
	307/4	00	00	39
	307/6	00	09	08
	306/2	00	07	79
	306/8	00	01	02
	306/6	00	02	38
	306/24	00	06	22
	306/1	00	00	21
	305/2	00	04	51
	305/1	00	04	37
	305/7	00	03	02
	287/8	00	01	74
	287/9	00	04	50
	287/10	00	07	33
	288/2	00	11	38
	288/1	00	15	84
	288/5	00	05	98
	285/1	00	13	08
	285/3	00	05	00
	285/4	00	11	90
	282/3	00	01	25
	283/10	00	08	63
	282/2	00	11	65
3) मेघावरम	97/13	00	01	01
	97/6बी	00	05	35
	97/6ए	00	03	33
	97/5	00	07	16
	97/4बी	00	01	18
	97/4ए	00	00	42
	97/7ए	00	02	06

1	2	3	4	5
3) मेघावरम (निरंतर)	97/7वी	00	00	10
	96/4वी	00	03	70
	96/4ए	00	29	60
	95/20वी	00	06	44
	95/19ए	00	02	19
	95/17सी	00	03	29
	95/17वी	00	03	71
	95/17ए	00	04	75
	95/15	00	01	72
	95/16	00	01	14
	95/2	00	07	62
	95/1सी	00	03	50
	94/18वी	00	03	11
	94/20वी	00	00	34
	94/20ए	00	01	34
	94/17	00	05	39
	94/22	00	00	57
	94/21	00	04	20
	94/23ए	00	00	62
	94/23वी	00	01	35
	94/23सी	00	01	49
	94/24	00	00	59
	94/25	00	01	01
	94/26	00	00	29
	94/27	00	04	45
	93/22	00	00	42
	101/10	00	00	47
	101/1	00	04	57
	91/21	00	05	57
	91/20	00	00	74
	91/19	00	03	36
	91/22	00	04	44
	91/23	00	00	10
	91/18ए	00	01	79
	91/18वी	00	03	89
	91/17ए	00	00	91
	91/17वी	00	00	10
	91/14	00	02	55
	91/15	00	08	00
	91/11	00	07	20
	91/12सी	00	02	08
	91/9	00	01	97

1	2	3	4	5
3) मेघावरम (निरंतर)	91/10	00	08	08
	91/5	00	00	35
	107/3ए	00	01	92
	107/2ए	00	08	60
	107/2बी	00	09	82
	107/1	00	02	18
	107/8ए	00	03	83
	108	00	02	17
	109/9	00	03	16
	109/2	00	09	36
	109/3	00	08	84
	109/4	00	10	35
	109/5ए	00	00	10
	109/6	00	07	02
	110/9	00	11	76
	109/7	00	01	51
	110/11	00	08	89
	110/10	00	01	78
	115	00	54	77
	114	00	02	29
	113	00	32	25
4) वीर रामाकृष्णापुरम	4	00	05	44
	152	00	21	98
	151	00	21	35
	150	00	50	69
	149	00	16	48
	148	00	23	07
	17	00	06	42
	14	00	84	28
5) तीरलांगी	5/1	00	02	13
	5/10	00	04	28
	5/3	00	09	54
	5/7	00	15	32
	5/8	00	09	17
	5/6	00	02	49
	5/9	00	15	66
	4/14	00	02	30
	4/15	00	03	04
	4/16	00	11	07
	4/21	00	02	12
	4/24	00	13	31
	4/25	00	03	11

1	2	3	4	5
5) तीरलांगी (निरंतर)	6/9	00	00	10
	6/10	00	02	17
6) राघुनाथपुरम	447	00	31	63
	448/1	00	11	50
	446/2	00	02	83
	446/8	00	07	44
	446/10	00	13	32
	446/9	00	00	17
	442/9	00	01	01
	442/4	00	13	18
	442/5	00	44	23
	442/1	00	01	62
	441	00	28	95
	440	00	03	54
	436	00	97	75
	35	00	05	53
	23	00	22	02
	36/5	00	03	87
	36/4	00	01	13
	36/2	00	17	57
	39	00	02	32
	42/7	00	21	25
	40/2	00	05	92
	40/1	00	14	19
	41/1	00	10	48
	41/4	00	01	18
	41/2	00	01	45
	41/5	00	00	89
	41/3	00	30	06
	47/3	00	08	77
	55	01	79	94
	54	00	18	22
	82/1	00	14	49
	83/11	00	03	34
	83/10	00	02	40
	83/9	00	01	48
	83/13	00	01	45
	84/1वां	00	03	35
	84/1भा	00	05	80
	84/3वां	00	17	00
	84/5वां	00	07	74
	84/5ए	00	01	22

I	2	3	4	5
6) राघुनाथपुरम (निरंतर)	85/1डी	00	01	38
	85/1एफ	00	05	11
	85/2	00	00	43
	85/1जी	00	04	05
	85/1ई	00	02	02
	85/4	00	07	71
	85/5	00	08	11
	85/6बी	00	02	97
	85/6ए	00	00	74
	86/1	00	41	01
	117/5ए	00	43	85
	123/1	00	05	86
	122/2	00	14	80
	122/3	00	01	40
	121/1	00	01	24
	121/2ए	00	05	72
	121/3	00	07	12
	121/4	00	10	90
	121/5ए	00	08	65
	107/2ए	00	03	71
	107/1	00	09	80
	107/2बी	00	08	99
	105/1	00	08	18
	148/1	00	03	79
	125	00	83	54
7) गुडेम	220/2	00	00	53
	223/1	00	56	64
	223/2बी/2	00	13	88
	224/1ए	00	28	97
	225/1	00	23	16
	217/3बी	00	29	03
	216/1बी	00	22	25
	157/1	00	12	72
	112/5बी/2	00	00	84
	156/2बी	00	31	34
	155/8	00	16	05
	153/12बी	00	16	04
	152/16बी	00	23	58
	151/12	00	04	39
	151/14	00	07	95
	151/15ए	00	00	51
	151/15बी	00	04	22

1	2	3	4	5
7) गुडेम (निरंतर)	151/15सी	00	02	50
	151/16	00	00	10
	146/1ए1	00	08	44
	146/1ए2	00	04	32
	146/2	00	02	03
	146/3ए	00	04	91
	147	00	02	90
	149/11वी	00	02	41
	149/11सी	00	02	04
	149/11डी	00	04	60
	149/13	00	01	09
	149/14	00	02	30
	149/15	00	03	37
	149/18	00	00	10
	149/19	00	07	68
	148/2वी	00	00	25
	148/3	00	06	66
	148/4ए	00	02	91
	148/4वी	00	03	75
	148/5	00	00	10
	148/8ए	00	01	60
	143/2	00	04	06
	143/3ए	00	02	93
	143/3वी	00	03	38
	143/4ए	00	04	30
	143/4वी	00	03	19
	143/5	00	01	21
	143/6	00	00	10
	143/11ए	00	00	10
	143/11सी	00	00	77
	143/12	00	06	66
	143/13	00	06	19
	142/1	00	03	20
	142/2	00	03	31
	143/14	00	00	10
	142/3	00	05	66
	123/1	00	03	50
	142/4	00	01	36
	123/2	00	14	48
	133/2पी	00	00	10
	133/2क्यू	00	02	57
	136/1ई	00	01	18

1	2	3	4	5
7) गुड्डम (निरंतर)	136/1एफ	00	06	23
	138/1ए	00	06	84
	138/1बी	00	00	10
	138/1डी	00	01	82
	138/1ई	00	00	75
	136/1जी	00	05	04
	136/1एन	00	08	78
	136/1ओ	00	09	49
	136/1आर	00	12	24
	136/1यू	00	06	15
	136/1वी	00	02	86
	136/1डब्ल्यू	00	07	70
	136/1एक्स	00	04	59
	136/2	00	13	67
	137	00	11	10
8) पीतलसरीया	39	00	62	60
	41	00	00	10
	37	00	52	37
	42	00	00	18
	36	00	37	71
	34	00	45	27
	48	00	64	37
	49	00	00	10
	55	00	06	36
	54	00	55	12
	53	00	41	28
	52	00	24	40
9) गंगाधरपेडा	47	00	00	10
	48	00	05	95
	51	00	16	80
	49	00	44	22
	52	00	46	08
	53	00	05	43
	55	00	00	15
10) सितापुरम	119	00	48	49
	131/1	00	03	48
	129/6	00	03	98
	129/5	00	03	31
	129/4	00	02	71
	129/3	00	01	74
	129/2	00	01	61
	129/7	00	02	42

1	2	3	4	5
10) सितापुरम (निरंतर)	129/8	00	01	59
	129/1	00	02	33
	129/9	00	02	34
	129/10	00	09	78
	126/15	00	00	85
	126/16	00	03	15
	126/17	00	03	98
	126/18	00	01	16
	126/19	00	00	10
	126/9	00	10	75
	126/11	00	06	83
	126/10	00	02	99
	126/13	00	00	10
	126/23	00	04	77
	126/6	00	01	72
	126/4	00	03	92
	125/2	00	00	10
	125/1	00	66	36
	125/3	00	07	42

[फा सं. एल.-14014/37/2010-जी.पा.]

स्नेह प्रभा मदान, अवर सचिव

New Delhi, the 8th June, 2010

S. O. 1537.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of Natural Gas from Onshore Terminal at East Coast of Andhra Pradesh of M/s. Reliance Industries Limited to consumers in various parts of the country, Kakinada-Basudebpur-Howrah Pipeline should be laid by M/s. Relogistics Infrastructure Limited;

And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to Shri K. Gangachalam, Competent Authority, Relogistics Infrastructure Limited, D.No. 67-11-21/2, Savisuja, Opp New Century Public School, L.B. Nagar, Kakinada - 533003, East Godavari District, Andhra Pradesh State.

Schedule

Mandal/Tehsil/Taluk: Kotabommali		District: Srikakulam		State: ANDHRA PRADESH	
Village	Survey No./Sub-Division No.	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Pattupuram	408/2	00	01	34	
	408/3	00	20	52	
	398	00	25	31	
	397	01	27	88	
	396/2	00	05	39	
	396/1	00	14	76	
	354/20	00	00	39	
	354/21	00	03	74	
	354/22	00	00	10	
	354/25	00	06	01	
	354/26	00	06	81	
	355/9	00	14	53	
	355/8	00	03	87	
	355/1	00	00	47	
	355/2	00	04	72	
	355/3	00	07	83	
	355/7	00	00	72	
	355/6	00	04	48	
	355/4	00	01	54	
	355/5	00	16	75	
	353/27	00	00	10	
	353/28	00	01	25	
	356/6	00	11	29	
	353/25	00	00	47	
	356/5	00	03	78	
	356/4	00	02	32	
	356/3	00	03	12	
	356/2	00	06	74	
	356/1	00	09	49	
	351	00	05	09	
	350/20	00	04	02	
	350/11	00	03	15	
	350/10	00	05	35	
	350/9	00	03	86	
	350/7	00	00	38	
	350/8	00	07	63	
	350/13	00	01	53	

1	2	3	4	5
1) Pattupuram (Contd)	350/5	00	08	42
	350/15	00	02	41
	350/4	00	12	08
	350/16	00	00	10
	350/3	00	05	09
	349/1	00	07	86
	340/20	00	00	10
	341/16	00	10	53
	341/13	00	00	10
	349/2	00	01	10
	341/15	00	02	89
	341/17	00	05	60
	341/12	00	07	16
	341/11	00	05	25
	341/10	00	00	96
	342/13	00	06	92
	342/12	00	03	50
	342/2	00	04	13
	342/3	00	13	57
	342/9	00	00	26
	342/4	00	12	62
	342/5	00	03	74
	343/1	00	00	10
	309/13	00	04	81
	309/12	00	04	02
	309/14	00	08	17
	309/15	00	03	12
	309/11	00	03	68
	309/20	00	00	99
	309/5	00	09	71
	309/6	00	00	10
	309/7	00	10	30
	309/8	00	04	51
	307/17	00	08	39
	309/10	00	00	10
	309/9	00	00	39
	307/16	00	06	89
	308/1	00	00	71
	307/10	00	01	17
	305/8	00	03	80
	305/11	00	00	46
	305/9	00	03	08

1	2	3	4	5
1) Pattupuram (Contd)	305/10	00	00	67
	305/6	00	06	15
	305/7	00	00	66
	305/3	00	06	77
	305/4	00	01	13
	304	00	06	41
	303/7	00	05	07
	303/6	00	16	67
	303/5	00	01	42
	303/4	00	05	37
	303/3	00	05	46
	303/2	00	04	22
	303/1	00	00	70
	302	00	30	84
	301/2	00	02	45
	300	00	14	49
	239/1	00	12	83
	240/2	00	01	36
	240/1	00	04	14
	244/8	00	04	20
	244/7	00	10	85
	244/5	00	01	48
	244/4	00	03	64
	244/6	00	01	42
	243	00	00	10
	244/3	00	06	00
	244/2	00	03	20
	246/21	00	03	08
	246/19	00	00	73
	246/20	00	06	26
	246/22	00	02	21
	246/15	00	21	11
	246/14	00	03	76
	247/3	00	02	72
	247/1	00	06	77
	250/12	00	06	36
	250/11	00	00	10
	250/10	00	21	07
	248/5	00	00	47
	248/3	00	00	52
	248/2	00	01	89
	248/1	00	04	69

1	2	3	4	5
1) Pattupuram (Contd)	249/2	00	03	25
	249/3	00	00	63
	249/1	00	05	44
	250/14	00	04	76
	250/13	00	00	95
	249/5	00	00	26
	255/3	00	15	05
	255/2	00	22	30
	255/1	00	17	21
	45	00	32	60
	44	00	45	16
	49	00	57	83
	38	00	33	14
	36	00	32	40
	39	00	05	30
	35	00	26	64
	33	00	15	71
	34	00	16	23
	32	00	03	45
	31	00	76	15
2) Kuduru	78	00	28	27
	86	00	43	13
	85	00	01	53
	79	00	03	55
	84	00	31	20
	83	00	01	61
	82	00	51	23
	103	00	05	23
	102	00	09	66
	101	00	57	28
	96	00	01	76
	100	00	08	83
	99	00	03	49
	97	00	00	80
	98	00	41	19
	179	00	29	11
	180	00	24	91
	182	00	80	22
	185	00	07	81
	184	00	03	40
	186	00	05	94
	203	00	30	56

1	2	3	4	5
2) Eeluru (Contd)	204	00	23	63
	207	00	13	10
	208	00	45	21
	209	00	00	10
	210	00	13	02
	211	00	59	95
	212	00	25	68
	309	00	34	47
	310	00	48	75
	319	00	33	64
	320	00	39	23
	326	00	52	98
	332	01	14	51
	331	00	01	56
	330	00	42	93
3) Kottapalli	312.5	00	09	09
	312.6	00	07	42
	312.3	00	00	80
	312.7	00	10	04
	312.8	00	16	35
	311.5	00	14	94
	311.6	00	05	34
	311.3	00	22	10
	311.9	00	06	99
	311.10	00	19	58
	310.3	00	26	55
	310.2	00	08	43
	310.1	00	05	37
	308/8	00	00	10
	308/13	00	07	21
	308/12	00	00	10
4) Chinnasana	291	00	03	60
	293/4	00	01	66
	293/6	00	00	32
	293/7	00	28	25
	293/8	00	19	62
	293/9	00	03	23
	288/1	00	12	52
	289/11	00	01	32
	289/12	00	06	21
	289/13	00	00	10
	289/15	00	00	51

1	2	3	4	5
4) Chinnasana (Contd)	289/16	00	13	00
	289/17	00	23	29
	289/18	00	01	29
	289/19	00	05	61
	289/20	00	08	81
	282	00	17	22
	285	00	01	85
	245	00	00	10
	244/3	00	00	10
	244/4	00	02	60
	244/5	00	09	18
	244/6	00	00	36
	244/7	00	01	48
	244/9	00	02	95
	244/10	00	07	79
	244/11	00	04	42
	244/12	00	01	82
	244/13	00	05	54
	244/14	00	05	97
	244/15	00	00	18
	244/16	00	11	82
	244/17	00	05	56
	243/1	00	00	91
	243/2	00	03	77
	243/3	00	07	37
	243/4	00	03	42
	243/5	00	04	74
	243/6	00	03	98
	202	00	02	28
	203/1	00	04	98
	203/2	00	32	52
	204	00	04	81
	197/3	00	00	29
	197/4	00	15	91
	197/8	00	20	06
	197/9	00	11	19
	196/1	00	15	07
	196/2	00	10	34
	196/3	00	10	39
	196/4	00	00	30
	196/13	00	05	14
	196/14	00	00	10

1	2	3	4	5
4) Chinnaasana (Contd)	196/15	00	19	31
5) Gudivada	48/8	00	08	16
	48/6	00	10	93
	48/7	00	04	87
	48/9	00	00	21
	48/10	00	09	37
	48/11	00	12	67
	48/18	00	03	69
	48/17	00	11	14
	48/16	00	05	47
	47/9	00	03	85
	47/10	00	01	94
	47/8	00	05	83
	47/4	00	17	22
	47/5	00	03	05
	47/7	00	17	99
	47/11	00	00	10
	46/1	00	27	02
	42/6	00	20	60
	42/10	00	00	86
	42/4	00	00	60
	42/7	00	03	02
	42/9	00	07	12
	42/8	00	00	10
	40	00	06	60
Mandal/Tehsil/Taluk:Tekkali District:Srikakulam State:ANDHRA PRADESH				
1) Peddasana	184/9	00	02	31
	184/10	00	13	34
	187/7	00	02	66
	187/10	00	10	69
	187/11	00	16	14
	189/4	00	00	70
	189/1	00	02	54
	189/3	00	01	96
	189/2	00	05	19
	189/8	00	01	65
	189/9	00	00	10
	189/13	00	00	10
	189/14	00	00	10
	188	00	11	59
	169	00	00	17
	181/9	00	01	56
	181/10	00	19	40

1	2	3	4	5
1) Peddasana (Contd)	181/12	00	00	55
	181/11	00	05	81
	181/17	00	07	29
	181/18	00	01	11
	181/29	00	21	15
	181/28	00	13	70
	181/27	00	07	18
	181/26	00	02	93
	181/25	00	04	68
	181/24	00	18	66
	181/23	00	00	17
	170/1	00	19	88
	172/2	00	10	65
	172/3	00	27	38
	171	00	01	70
	155/1	00	03	60
	155/8	00	00	13
	154	00	04	16
	151/1	00	04	98
	151/2	00	04	29
	151/3	00	11	72
	151/4	00	01	55
	151/5	00	12	51
	151/6	00	02	57
	153/10	00	05	18
	153/9	00	05	92
	153/8	00	00	46
	151/8	00	16	89
	150/1	00	03	33
	150/2	00	01	60
	150/3	00	02	37
	150/4	00	02	00
	150/5	00	00	18
	150/8	00	02	73
	149/1	00	02	19
	149/2	00	01	52
	149/3	00	01	48
	149/4	00	00	56
	149/7	00	00	10
2) Polavaram	129/2	00	00	68
	128	00	06	56
	126/4	00	05	59

1	2	3	4	5
2) Polavaram (Contd)	126/5	00	09	93
	126/6	00	07	46
	126/24	00	14	26
	127/7	00	00	10
	127/5	00	12	83
	127/2	00	00	10
	127/4	00	01	96
	131/2	00	05	75
	131/1	00	00	10
	131/3	00	08	08
	131/5	00	05	15
	123/8	00	05	75
	123/9	00	07	78
	123/7	00	01	29
	123/5	00	00	25
	123/6	00	07	17
	123/4	00	03	37
	132/1	00	00	51
	122/12	00	13	78
	122/13	00	06	64
	122/14A	00	02	29
	122/8A	00	00	16
	122/2B	00	15	19
	121/22	00	02	70
	121/23	00	03	00
	136/8A	00	05	22
	136/22B	00	00	52
	136/10B	00	03	52
	136/11B	00	00	53
	136/14	00	01	12
	136/15	00	07	19
	136/19	00	01	96
	136/17	00	01	36
	136/16	00	01	05
	136/18	00	01	24
	136/20	00	01	26
	135/10	00	01	78
	135/11	00	00	86
	135/12	00	02	27
	137/9	00	05	31
	137/7	00	01	07
	137/10	00	02	67

1	2	3	4	5
2) Polavaram (Contd)	137/8	00	05	14
	137/5	00	02	68
	137/4	00	00	16
	137/3	00	01	56
	242/6A	00	01	43
	242/5	00	05	20
	242/4	00	06	19
	242/9	00	00	78
	242/10A	00	00	10
	242/17	00	05	43
	242/18A	00	01	02
	242/16	00	04	75
	242/15	00	05	60
	242/14	00	02	75
	242/13	00	02	02
	242/12	00	05	05
	241/11	00	00	10
	241/12	00	15	78
	241/7	00	02	25
	243/1	00	05	48
	243/2	00	00	30
	244/5	00	09	77
	244/2	00	00	10
	244/6	00	03	98
	244/4	00	07	98
	244/3	00	04	74
	245	00	02	21
	246	00	02	15
	239	00	00	17
	238/9	00	00	93
	238/10	00	02	69
	238/8	00	02	50
	238/6	00	07	34
	238/7	00	00	87
	247/8	00	01	59
	247/3	00	04	14
	247/4	00	05	91
	247/2	00	02	63
	247/1	00	00	29
	248/2	00	08	22
	248/3	00	03	51
	248/5	00	00	10

1	2	3	4	5
2) Polavaram (Contd)	248/4	00	02	52
	249/9	00	04	25
	249/6	00	03	19
	249/5	00	03	58
	249/10	00	03	80
	249/11	00	00	17
	249/4	00	12	16
	249/3	00	16	48
	307/2	00	02	74
	307/9	00	11	32
	307/8	00	04	75
	307/13	00	02	84
	307/5	00	04	00
	307/4	00	00	39
	307/6	00	09	08
	306/2	00	07	79
	306/8	00	01	02
	306/6	00	02	38
	306/24	00	06	22
	306/1	00	00	21
	305/2	00	04	51
	305/1	00	04	37
	305/7	00	03	02
	287/8	00	01	74
	287/9	00	04	50
	287/10	00	07	33
	288/2	00	11	38
	288/1	00	15	84
	288/5	00	05	98
	285/1	00	13	08
	285/3	00	05	00
	285/4	00	11	90
	282/3	00	01	25
	283/10	00	08	63
	282/2	00	11	65
3) Meghavaram	97/13	00	01	01
	97/6B	00	05	35
	97/6A	00	03	33
	97/5	00	07	16
	97/4B	00	01	18
	97/4A	00	00	42
	97/7A	00	02	06

1	2	3	4	5
3) Meghavaram (Contd)	97/7B	00	00	10
	96/4B	00	03	70
	96/4A	00	29	60
	95/20B	00	06	44
	95/19A	00	02	19
	95/17C	00	03	29
	95/17B	00	03	71
	95/17A	00	04	75
	95/15	00	01	72
	95/16	00	01	14
	95/2	00	07	62
	95/1C	00	03	50
	94/18B	00	03	11
	94/20B	00	00	34
	94/20A	00	01	34
	94/17	00	05	39
	94/22	00	00	57
	94/21	00	04	20
	94/23A	00	00	62
	94/23B	00	01	35
	94/23C	00	01	49
	94/24	00	00	59
	94/25	00	01	01
	94/26	00	00	29
	94/27	00	04	45
	93/22	00	00	42
	101/10	00	00	47
	101/1	00	04	57
	91/21	00	05	57
	91/20	00	00	74
	91/19	00	03	36
	91/22	00	04	44
	91/23	00	00	10
	91/18A	00	01	79
	91/18B	00	03	89
	91/17A	00	00	91
	91/17B	00	00	10
	91/14	00	02	55
	91/15	00	08	00
	91/11	00	07	20
	91/12C	00	02	08
	91/9	00	01	97

1	2	3	4	5
3) Meghavaram (Contd)	91/10	00	08	08
	91/5	00	00	35
	107/3A	00	01	92
	107/2A	00	08	60
	107/2B	00	09	82
	107/1	00	02	18
	107/8A	00	03	83
	108	00	02	17
	109/9	00	03	16
	109/2	00	09	36
	109/3	00	08	84
	109/4	00	10	35
	109/5A	00	00	10
	109/6	00	07	02
	110/9	00	11	76
	109/7	00	01	51
	110/11	00	08	89
	110/10	00	01	78
	115	00	54	77
	114	00	02	29
	113	00	32	25
4) Veera Ramakrishnapuram	4	00	05	44
	152	00	21	98
	151	00	21	35
	150	00	50	69
	149	00	16	48
	148	00	23	07
	17	00	06	42
	14	00	84	28
5) Thirlangi	5/1	00	02	13
	5/10	00	04	28
	5/3	00	09	54
	5/7	00	15	32
	5/8	00	09	17
	5/6	00	02	49
	5/9	00	15	66
	4/14	00	02	30
	4/15	00	03	04
	4/16	00	11	07
	4/21	00	02	12
	4/24	00	13	31
	4/25	00	03	11

1	2	3	4	5
5) Thirlangi (Contd)	6/9	00	00	10
	6/10	00	02	17
6) Raghunathpuram	447	00	31	63
	448/1	00	11	50
	446/2	00	02	83
	446/8	00	07	44
	446/10	00	13	32
	446/9	00	00	17
	442/9	00	01	01
	442/4	00	13	18
	442/5	00	44	23
	442/1	00	01	62
	441	00	28	95
	440	00	03	54
	436	00	97	75
	35	00	05	53
	23	00	22	02
	36/5	00	03	87
	36/4	00	01	13
	36/2	00	17	57
	39	00	02	32
	42/7	00	21	25
	40/2	00	05	92
	40/1	00	14	19
	41/1	00	10	48
	41/4	00	01	18
	41/2	00	01	45
	41/5	00	00	89
	41/3	00	30	06
	47/3	00	08	77
	55	01	79	94
	54	00	18	22
	82/1	00	14	49
	83/11	00	03	34
	83/10	00	02	40
	83/9	00	01	48
	83/13	00	01	45
	84/1B	00	03	35
	84/1C	00	05	80
	84/3D	00	17	00
	84/5B	00	07	74
	84/5A	00	01	22

1	2	3	4	5
6) Raghunathpuram (Contd)	85/1D	00	01	38
	85/1F	00	05	11
	85/2	00	00	43
	85/1G	00	04	05
	85/1E	00	02	02
	85/4	00	07	71
	85/5	00	08	11
	85/6B	00	02	97
	85/6A	00	00	74
	86/1	00	41	01
	117/5A	00	43	85
	123/1	00	05	86
	122/2	00	14	80
	122/3	00	01	40
	121/1	00	01	24
	121/2A	00	05	72
	121/3	00	07	12
	121/4	00	10	90
	121/5A	00	08	65
	107/2A	00	03	71
	107/1	00	09	80
	107/2B	00	08	99
	105/1	00	08	18
	148/1	00	03	79
	125	00	83	54
7) Gudem	220/2	00	00	53
	223/1	00	56	64
	223/2B/2	00	13	88
	224/1A	00	28	97
	225/1	00	23	16
	217/3B	00	29	03
	216/1B	00	22	25
	157/1	00	12	72
	112/5B/2	00	00	84
	156/2B	00	31	34
	155/8	00	16	05
	153/12B	00	16	04
	152/16B	00	23	58
	151/12	00	04	39
	151/14	00	07	95
	151/15A	00	00	51
	151/15B	00	04	22

1	2	3	4	5
7) Gudem (Contd)	151/15C	00	02	50
	151/16	00	00	10
	146/1A1	00	08	44
	146/1A2	00	04	32
	146/2	00	02	03
	146/3A	00	04	91
	147	00	02	90
	149/11B	00	02	41
	149/11C	00	02	04
	149/11D	00	04	60
	149/13	00	01	09
	149/14	00	02	30
	149/15	00	03	37
	149/18	00	00	10
	149/19	00	07	68
	148/2B	00	00	25
	148/3	00	06	66
	148/4A	00	02	91
	148/4B	00	03	75
	148/5	00	00	10
	148/8A	00	01	60
	143/2	00	04	06
	143/3A	00	02	93
	143/3B	00	03	38
	143/4A	00	04	30
	143/4B	00	03	19
	143/5	00	01	21
	143/6	00	00	10
	143/11A	00	00	10
	143/11C	00	00	77
	143/12	00	06	66
	143/13	00	06	19
	142/1	00	03	20
	142/2	00	03	31
	143/14	00	00	10
	142/3	00	05	66
	123/1	00	03	50
	142/4	00	01	36
	123/2	00	14	48
	133/2P	00	00	10
	133/2Q	00	02	57
	136/1E	00	01	18

1	2	3	4	5
7) Gudem (Contd)	136/1F	00	06	23
	138/1A	00	06	84
	138/1B	00	00	10
	138/1D	00	01	82
	138/1E	00	00	75
	136/1G	00	05	04
	136/1N	00	08	78
	136/1P	00	09	49
	136/1R	00	12	24
	136/1U	00	06	15
	136/1V	00	02	86
	136/1W	00	07	70
	136/1X	00	04	59
	136/2	00	13	67
	137	00	11	10
8) Pittalasariya	39	00	62	60
	41	00	00	10
	37	00	52	37
	42	00	00	18
	36	00	37	71
	34	00	45	27
	48	00	64	37
	49	00	00	10
	55	00	06	36
	54	00	55	12
	53	00	41	28
	52	00	24	40
9) Gangadharapeta	47	00	00	10
	48	00	05	95
	51	00	16	80
	49	00	44	22
	52	00	46	08
	53	00	05	43
	55	00	00	15
10) Seetapuram	119	00	48	49
	131/1	00	03	48
	129/6	00	03	98
	129/5	00	03	31
	129/4	00	02	71
	129/3	00	01	74
	129/2	00	01	61
	129/7	00	02	42

1	2	3	4	5
10) Seetapuram (Contd)	129/8	00	01	59
	129/1	00	02	33
	129/9	00	02	34
	129/10	00	09	78
	126/15	00	00	85
	126/16	00	03	15
	126/17	00	03	98
	126/18	00	01	16
	126/19	00	00	10
	126/9	00	10	75
	126/11	00	06	83
	126/10	00	02	99
	126/13	00	00	10
	126/23	00	04	77
	126/6	00	01	72
	126/4	00	03	92
	125/2	00	00	10
	125/1	00	66	36
	125/3	00	07	42

[F. No. L-14014/37/2010-GP]
SNEH P. MADAN, Under Secy.

नई दिल्ली, 8 जून 2010

का. आ. 1538.—भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2647 तारीख 23 सितम्बर, 2009 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-वासुदेवपुर-हावडा गैस पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख **12 मार्च, 2010** को अथवा उससे पूर्व उपलब्ध करा दी गई थीं ;

और, पाइपलाइन बिछाने के सम्बन्ध में, जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के बजाए, सभी विल्लंगनों से मुक्त, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा।

अनुसूची

मंडल/ तेहसिल/ तालुक : रनस्थलम	जिला : श्रीकाकुलम	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं/सब डिविजन सं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) देवुनिपालवलसा	81	00	14	72
	80	00	05	01
	55	00	49	82
	54/1	00	09	64
	54/2	00	02	80
	54/9	00	00	59
	49/3	00	04	22
	49/4	00	13	45
	49/5	00	05	14
	49/1	00	21	26
	49/6	00	18	78
	49/7	00	03	95
	49/8	00	00	67
	49/9	00	00	10
	48/26	00	05	32
	48/25	00	00	92
2) संतसाम	291/1	00	20	43
	291/2	00	41	76
	290/2	00	33	86
	290/3	00	17	96
	290/4	00	10	21
	288/2	00	08	47
	287/1	00	19	14
	287/2ए	00	15	91
	287/2बी	00	16	77
	286/2	00	00	28
	286/3	00	03	72
	286/4	00	05	84
	286/5	00	43	11
	285/1	00	01	16
	230/8	00	03	24
	231	00	45	31
	232/2	00	00	16
	232/3	00	01	49
	232/6	00	01	45
	232/7	00	03	38
	232/8	00	09	75

1	2	3	4	5
2) संतसाम (निरंतर)	232/9	00	11	74
	232/10	00	10	69
	232/11	00	07	46
	232/12	00	05	99
	232/13	00	04	98
	232/15	00	06	32
	232/16	00	05	56
	232/17	00	00	81
	282	00	27	63
	234/4	00	02	59
	234/5	00	00	10
	234/9	00	02	34
	250/10	00	02	45
	250/11	00	13	14
	250/12	00	06	50
	250/13	00	06	97
	250/14	00	11	62
	250/15	00	00	10
	250/17	00	00	15
	250/18	00	03	91
	250/19	00	07	84
	250/20	00	03	40
	250/21	00	06	97
	251/7	00	04	60
	273	00	04	18
	252/1	00	00	67
	252/2	00	30	84
	252/3	00	50	49
	252/4	00	00	10
	252/5	00	00	69
	252/9ए	00	22	40
	252/9बी	00	39	04
	252/10	00	02	74
	252/12	00	13	89
	253	00	21	23
	256/1	00	19	93
	256/2	00	14	50
	256/3	00	11	73
	255/1	00	00	14
	255/2	00	32	76
3) नेलिवाडा	1	01	20	55
4) तिरपतिपालेम	73/18	00	29	45

1	2	3	4	5
4) तिरपतिपालेम (निरंतर)	108/13	00	36	54
	108/7	00	09	79
	108/8	00	17	40
	108/3	00	01	13
	108/9	00	08	36
	108/10	00	01	46
	107/16	00	02	36
	107/24	00	09	52
	107/23	00	11	29
	107/18	00	01	33
	107/22	00	27	19
	112/10	00	00	24
	107/21	00	01	54
	105/8	00	00	36
	112/2	00	18	13
	112/9	00	02	10
	112/12	00	38	61
	112/11	00	00	10
	112/4	00	00	11
	113/12	00	03	24
	113/13	00	01	82
	113/11	00	01	89
	113/14	00	05	43
	113/15	00	04	67
	113/10	00	00	18
	113/16	00	02	93
	113/18	00	00	10
	113/17	00	03	80
	113/8	00	05	15
	113/7	00	02	62
	113/6	00	00	30
	102/22	00	08	17
	102/21	00	01	63
	102/3	00	00	48
	102/20	00	11	53
	102/23	00	05	71
	102/16	00	00	70
	102/15	00	09	54
	102/14	00	00	22
	102/13	00	05	88
	102/12	00	07	35
	102/10	00	02	44

1	2	3	4	5
4) निरपत्तिपालेम (निरंतर)	102/11	00	09	43
	114/1	00	00	27
	114/2	00	00	10
	101/4	00	03	89
	101/5	00	02	45
	101/6	00	02	00
	101/7	00	07	12
	99/30	00	00	48
	100/3	00	15	34
	100/4	00	00	25
	100/8	00	14	45
	100/2	00	01	08
	100/9	00	03	17
	100/10	00	02	31
	100/11	00	00	39
	100/1	00	00	95
	98/30	00	13	44
	98/32	00	00	10
	98/27	00	05	41
	98/33	00	00	73
	98/34	00	01	50
	98/35	00	02	10
	98/25	00	01	89
	98/26	00	00	71
	98/24	00	05	18
	98/19	00	00	10
	98/22	00	07	25
	98/21	00	01	09
	95/29	00	06	80
	95/31	00	01	10
	95/32	00	06	05
	95/33	00	07	60
	95/34	00	03	15
	95/35	00	08	20
	95/36	00	00	10
	95/37	00	09	44
	96	00	04	22
5) बंदुपल्ली	73	00	95	73
	77	00	01	07
	76	00	03	95
	84/1	00	14	79
	80/16	00	01	61

1	2	3	4	5
5) बंदुपल्ली (निरंतर)	80/18	00	21	13
	80/17	00	01	69
	80/19	00	01	76
	80/12	00	13	85
	80/11	00	01	67
	80/10	00	03	28
	81/10	00	06	98
	80/9	00	00	92
	80/8	00	00	10
	81/7	00	06	02
	81/8	00	00	10
	81/6	00	06	77
	81/5	00	02	35
	81/1	00	12	77
	71/5	00	00	78
	70/8	00	04	70
	70/7	00	06	49
	70/2	00	11	88
	70/1	00	10	31
	70/3	00	00	30
	60/36	00	01	40
	60/37	00	08	21
	60/38	00	07	48
	60/42	00	00	10
	60/39	00	03	08
	60/40	00	06	69
	60/22	00	02	31
	60/41	00	02	13
	60/9	00	08	73
	60/8	00	01	08
	60/10	00	00	10
	62/2	00	05	77
	61/8	00	02	08
	61/6	00	04	52
	61/7	00	00	94
	61/5	00	04	02
	61/4	00	06	30
	61/1	00	00	44
	61/3	00	04	63
	61/2	00	04	64
	62/1	00	05	04
	64/2	00	08	28

1	2	3	4	5
5) बंटुपल्ली (निरंतर)	65/4	00	03	72
	65/3	00	04	00
	65/2	00	06	86
	65/1	00	04	39
	65/5	00	01	85
	43/7	00	10	51
	43/6	00	08	08
	42	00	00	10
	43/4	00	02	07
	41/1	00	23	48
	45/29	00	01	61
	45/25	00	15	59
	45/24	00	07	98
	45/32	00	00	50
	45/23	00	03	32
	45/22	00	01	42
	45/33	00	03	12
	45/34	00	07	65
	45/12	00	04	78
	45/36	00	00	30
	45/35	00	00	10
	45/11	00	14	07
	37	00	03	15
	34/9	00	35	16
	34/5	00	01	58
	34/6	00	06	50
	34/7	00	05	47
	34/8	00	00	12
	32	00	02	83
	30/1	00	46	70
	29/1	00	14	74
	27/17	00	00	23
	28/9	00	25	28
	28/10	00	19	59
	114/6	00	01	43
	114/5	00	13	27
	28/6	00	29	91
	114/1	00	23	47
	114/2	00	24	67
	113/1	00	04	18
	113/2	00	00	10
	13/42	00	00	36

1	2	3	4	5
6) मुकटुमपुरम	17/7	00	08	33
	17/6	00	08	92
	17/5	00	01	40
	17/4	00	05	18
	17/2	00	09	29
	17/3	00	02	17
	12/22	00	02	23
	12/1	00	01	70
	12/21	00	03	44
	12/15	00	00	10
	12/16	00	00	68
	12/18	00	02	83
	12/19	00	05	40
	12/20	00	03	40
	12/17	00	02	12
	12/10	00	00	10
	11/25	00	00	62
	11/24	00	01	18
	11/23	00	01	86
	11/22	00	02	88
	11/21	00	02	95
	11/20	00	03	41
	11/19	00	04	19
	11/18	00	02	66
	11/17	00	01	51
	11/4	00	00	74
	11/3	00	00	10
	11/5	00	02	29
	11/6	00	05	56
	11/11	00	04	60
	11/12	00	07	05
	11/14	00	12	76
	11/13	00	06	40
	13	00	01	03
	10/2	00	00	13
	10/1	00	00	33
	9/8	00	02	40
	9/9	00	08	20
	9/11	00	00	10
	9/12	00	00	10
	9/13	00	00	40
	9/14	00	02	22

1	2	3	4	5
6) मुकटुमपुरम (निरंतर)	9/15	00	01	04
	9/16	00	02	35
	9/17	00	02	65
	9/18	00	00	30
	9/21	00	02	20
	9/23	00	00	10
	9/24	00	00	40
	9/25	00	04	90
	9/26	00	03	19
	9/27	00	03	40
	9/28	00	05	80
	9/29	00	01	55
	9/30	00	03	60
	9/45	00	00	15
	7/41	00	00	10
	7/42	00	01	43
	7/43	00	05	37
	7/45	00	07	26
	7/35	00	02	49
	7/34	00	02	12
	7/36	00	09	57
	7/29	00	13	14
	7/28	00	04	45
	7/30	00	02	74
	3	00	05	72
	4/1	00	00	13
	4/2	00	11	57
	4/3	00	00	22
7) कोंडामुलागाम	43/25	00	00	20
	43/26	00	14	80
	43/27	00	05	95
	45/10	00	16	15
	45/8	00	01	48
	45/9	00	00	96
	45/2	00	06	08
	45/1	00	06	01
	46/15	00	06	57
	46/17	00	01	58
	46/16	00	08	44
	46/12	00	06	50
	46/11	00	02	33
	46/10	00	10	33

1	2	3	4	5
7) कौंडामुलागाम (निरंतर)	46/9	00	05	54
	72/19	00	01	89
	72/2	00	05	91
	72/1	00	02	38
	71	00	16	72
	70/12	00	00	26
	70/29	00	01	64
	70/30	00	02	36
	70/28	00	00	81
	67/5	00	05	14
	67/6	00	01	81
	67/7	00	00	10
	67/4	00	04	08
	67/8	00	07	76
	67/3	00	00	10
	67/9	00	03	75
	67/30	00	00	10
	67/28	00	00	10
	67/27	00	00	10
	67/26	00	00	37
	67/10	00	10	24
	67/12	00	05	45
	67/13	00	02	41
	67/14	00	00	35
	69/28	00	00	45
	68/31	00	03	91
	68/32	00	03	26
	68/33	00	00	94
	68/34	00	00	10
	68/28	00	02	91
	68/29	00	02	90
	68/30	00	00	10
	68/22	00	00	10
	68/23	00	00	89
	68/24	00	03	92
	68/25	00	11	81
	68/26	00	00	81
	68/27	00	01	29
	68/13	00	04	77
	68/14	00	01	98
	65/22	00	00	47
	65/21	00	04	06

1	2	3	4	5
7) कौंडा मुलागाम (निरंतर)	65/20	00	00	20
	65/19	00	01	94
	65/18	00	03	60
	65/23	00	02	03
	65/24	00	00	25
	65/17	00	07	75
	65/16	00	06	48
	65/9	00	00	14
	65/8	00	01	13
	65/7	00	07	75
	65/6	00	03	44
	65/5	00	00	74
	65/4	00	01	45
	65/3	00	00	37
	65/2	00	00	10
	62	00	00	26
	63/2	00	10	87
	64/38	00	01	93
	64/32	00	02	41
	64/11	00	03	35
	64/10	00	04	65
	64/9	00	00	95
	64/8	00	05	83
	64/7	00	00	45
	64/4	00	02	65
	64/1	00	02	09
	64/2	00	01	85
	64/3	00	00	45
	18/51	00	02	10
	18/52	00	02	28
	18/44	00	01	62
	18/45	00	01	74
	18/46	00	00	99
	18/47	00	01	26
	18/5	00	00	10
	18/6	00	05	15
	18/7	00	00	22
	18/8	00	02	23
	18/9	00	03	62
	18/10	00	01	55
	18/11	00	00	10
	18/14	00	02	33

1	2	3	4	5
7) कोंडामुलागाम (निरंतर)	18/15	00	00	37
	20/46	00	05	75
	20/42	00	00	34
	20/44	00	02	77
	20/45	00	03	66
	20/25	00	00	83
	20/24	00	01	26
	20/22	00	00	53
	20/23	00	00	75
	19/26	00	05	63
	19/25	00	04	06
	19/27	00	04	02
	19/24	00	05	34
	19/23	00	00	11
	19/22	00	00	51
	19/21	00	06	80
	19/5	00	00	70
	19/4	00	00	63
	19/1	00	06	68
	21/3	00	02	72
	21/2	00	05	41
	21/4	00	02	53
	21/5	00	07	28
	21/6	00	04	81
	21/18	00	12	11
	21/7	00	05	14
	21/8	00	04	49
	21/17	00	02	83
	22/6	00	01	62
	22/5	00	00	94
	22/4	00	00	10
	22/7	00	08	11
	22/8	00	07	75
	11	00	17	84
	2	01	32	01
8) सीतमवलसा	31/1	00	06	75
	31/2	00	12	95
	17/1	00	16	28
	17/2	00	00	10
	17/5	00	09	42
	17/6	00	03	34
	17/7	00	03	65

1	2	3	4	5
8) सीतमवलया (निरंतर)	17/8	00	03	79
	17/10	00	05	19
	18/4	00	11	58
	18/5	00	00	22
	18/9	00	07	27
	18/10	00	05	89
	18/20	00	15	83
	18/26	00	01	82
	18/27	00	02	80
	18/28	00	04	40
	18/29	00	02	12
	18/30	00	02	50
	18/31	00	01	75
	18/32	00	01	10
	18/35	00	00	10
	13	00	01	03
	14/1	00	03	09
	14/2	00	01	65
	14/3	00	28	34
	14/5	00	03	07
	14/6	00	01	93
	14/7	00	02	05
	14/8	00	03	10
	14/9	00	02	98
	14/10	00	02	00
	14/11	00	05	57
	14/12	00	05	59
	14/13	00	05	63
	14/14	00	06	18
	14/15	00	00	10
	14/16	00	10	92
	27/1	00	04	69
	27/2	00	02	29
	27/10	00	00	67
	27/11	00	11	79
	27/12	00	04	54
	27/13	00	09	65
	27/14	00	00	10
	27/15	00	01	78
	27/17	00	19	43
	27/22	00	00	10
	27/24	00	01	40

1	2	3	4	5
8) सोतमवलसा (निरंतर)	28/11	00	04	11
	28/12	00	06	42
	28/14	00	07	41
	28/15	00	17	88
	28/16	00	10	08
	28/17	00	03	52
	28/18	00	00	10
	29/1	00	00	10
	8/18	00	00	10
	8/19	00	01	62
	8/20	00	10	82
	8/21	00	07	65
	8/22	00	03	01
	8/25	00	15	48
	10	00	08	59
	47/1	00	00	45
	48/1	00	00	10
	49/1	00	13	75
	49/2	00	01	71
	49/3	00	00	11
मंडल/ तहसिल/ तालुक : लावेरू	जिला : श्रीकाकुलम	राज्य : आन्ध्र प्रदेश		
1) केशवरायपुरम	25/6	00	11	38
	25/7	00	01	49
	25/12	00	05	95
	25/13	00	12	56
	25/14	00	16	37
	25/15	00	05	12
	26/2	00	00	10
	28/3	00	00	11
	28/8	00	01	95
	28/9	00	07	06
	28/10	00	07	17
	28/11	00	03	73
	28/12	00	08	26
	28/13	00	11	21
	28/14	00	11	19
	28/15	00	08	02
	36/10	00	03	34
	36/11	00	12	45
	36/14	00	02	94
	36/15	00	13	65
	36/16	00	08	48
	51/1	00	13	99

1	2	3	4	5
1) केशवरायपुरम (निरंतर)	51/3	00	07	64
	51/4	00	05	42
	51/8	00	00	39
	50	00	55	57
	47/17	00	00	05
	47/18	00	00	05
	48	00	03	90
	49/2	00	00	66
	49/3	00	01	36
	49/4	00	04	35
	49/5	00	13	80
	49/6	00	02	62
	49/10	00	14	25
2) लावेरू	315/2	00	00	12
	315/8	00	10	53
	315/9	00	00	19
	315/7	00	01	49
	315/6	00	07	94
	315/5	00	02	56
	315/4	00	20	94
	314/5	00	17	66
	314/15	00	10	11
	314/17	00	07	29
	314/19	00	01	50
	314/20	00	00	28
	311/21	00	05	33
	311/22	00	05	59
	311/23	00	06	39
	312/2	00	05	97
	312/3	00	07	20
	312/4	00	00	33
	312/7	00	03	89
	312/6	00	00	90
	312/11	00	03	03
	312/10	00	14	57
	312/13	00	00	48
	312/12	00	07	98
	312/14	00	06	33
	312/15	00	03	75
	322/1	00	22	19
	322/9	00	13	56
	322/10	00	03	49

1	2	3	4	5
2) लावेरू (निरंतर)	323/1	00	04	80
	323/2	00	01	50
	323/3	00	12	46
	333/2	00	16	12
	333/3	00	49	10
	333/4	00	06	15
	327	00	04	13
	326/7	00	00	10
	326/8	00	02	09
	326/26	00	03	50
	326/24	00	00	10
	326/27	00	03	11
	326/9	00	00	33
	326/25	00	02	01
	328/4	00	04	07
	328/6	00	00	71
	328/5	00	01	61
	328/3	00	06	52
	328/1	00	02	26
	328/10	00	00	71
	328/11	00	04	80
	328/12	00	02	25
	328/2	00	01	75
	330/6	00	01	26
	330/7	00	01	85
	330/8	00	01	28
	330/9	00	00	91
	330/25	00	02	30
	330/24	00	01	71
	330/23	00	03	89
	330/11	00	01	09
	330/29	00	00	10
	330/26	00	03	00
	330/27	00	01	02
	330/22	00	01	38
	330/21	00	01	00
	330/20	00	00	18
	330/19	00	05	25
	330/18	00	10	17
	331/1	00	12	05
	331/2	00	06	80
	331/9	00	04	95

1	2	3	4	5
2) लावेरू (निरंतर)	331/10	00	03	55
	331/11	00	02	57
	331/12	00	04	05
	331/13	00	00	25
	331/18	00	00	98
	331/25	00	00	25
	194/32	00	00	10
	194/30	00	02	67
	194/29	00	02	59
	194/28	00	06	80
	194/27	00	08	12
	194/26	00	04	26
	194/25	00	03	33
	194/24	00	03	86
	194/14	00	00	60
	194/15	00	00	54
	194/16	00	00	13
	194/23	00	12	65
	194/22	00	02	50
	194/21	00	01	14
	194/20	00	00	62
3) ताल्लवलसा	20/22	00	08	26
	20/21	00	20	22
	20/20	00	06	73
	20/11	00	04	76
	20/10	00	04	91
	20/12	00	00	10
	20/9	00	02	19
	20/8	00	01	05
	20/7	00	04	99
	20/6	00	01	43
	20/5	00	05	04
	20/4	00	02	92
	20/3	00	04	58
	20/2	00	09	18
	19/1	00	05	60
	14/1	00	19	25
	14/2	00	19	22
	14/3	00	01	26
	14/4	00	01	36
	14/5	00	00	28
	14/10	00	18	60

1	2	3	4	5
3) ताल्लवल्सा (निरंतर)	14/9	00	00	27
	14/11	00	01	93
	14/17	00	03	32
	14/19	00	00	10
	14/16	00	09	09
	14/15	00	03	28
	14/14	00	05	13
	14/13	00	04	42
	13/2	00	07	55
	13/1	00	10	14
	7	00	11	13
	5/11	00	16	85
	5/9	00	00	21
	5/10	00	15	74
	5/14	00	06	75
	5/15	00	02	30
	5/16	00	02	09
	2/7	00	02	68
	2/13	00	03	25
	2/14	00	00	30
	2/15	00	07	55
	2/16	00	08	45
	4/1	00	23	50
	4/2	00	12	15
	4/13	00	00	10
	3/6	00	06	28
	3/8	00	00	26
	3/7	00	05	67
	3/25	00	02	78
	3/27	00	06	24
	3/24	00	03	21
	3/20	00	03	25
	3/28	00	00	10
	3/21	00	02	44
	3/23	00	00	98
	3/26	00	06	78
	3/22	00	00	92
	3/18	00	05	26
	3/19	00	03	16
	3/17	00	00	97
	3/16	00	06	31
	41/1	00	13	69

1	2	3	4	5
3) ताल्लवलसा (निरंतर)	41/2	00	19	31
	41/3	00	00	24
	41/4	00	01	66

[फा सं. एल.-14014/33/2009-जी.पी.]

स्नेह प्रभा मदान, अवर सचिव

New Delhi, the 8th June, 2010

S. O. 1538.— Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 2647 dated 23rd September, 2009, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in the land, specified in the Schedule appended to that notification for the purpose of laying Kakinada-Basudebpur-Howrah gas pipeline for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited by M/s Relogistics Infrastructure Limited to consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before **12th March, 2010;**

And whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government of India;

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Relogistics Infrastructure Limited, free from all encumbrances.

Schedule

Mandal/Tehsil/Taluk:Ranasthalam		District:Srikakulam		State:ANDHRA PRADESH	
Village	Survey No./Sub-Division No.	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Devunipalavalasa	81	00	14	72	
	80	00	05	01	
	55	00	49	82	
	54/1	00	09	64	
	54/2	00	02	80	
	54/9	00	00	59	
	49/3	00	04	22	
	49/4	00	13	45	
	49/5	00	05	14	
	49/1	00	21	26	
	49/6	00	18	78	
	49/7	00	03	95	
	49/8	00	00	67	
	49/9	00	00	10	
	48/26	00	05	32	
	48/25	00	00	92	
2) Santsam	291/1	00	20	43	
	291/2	00	41	76	
	290/2	00	33	86	
	290/3	00	17	96	
	290/4	00	10	21	
	288/2	00	08	47	
	287/1	00	19	14	
	287/2A	00	15	91	
	287/2B	00	16	77	
	286/2	00	00	28	
	286/3	00	03	72	
	286/4	00	05	84	
	286/5	00	43	11	
	285/1	00	01	16	
	230/8	00	03	24	
	231	00	45	31	
	232/2	00	00	16	
	232/3	00	01	49	
	232/6	00	01	45	
	232/7	00	03	38	
	232/8	00	09	75	

1	2	3	4	5
2) Santsam (Contd) .	232/9	00	11	74
	232/10	00	10	69
	232/11	00	07	46
	232/12	00	05	99
	232/13	00	04	98
	232/15	00	06	32
	232/16	00	05	56
	232/17	00	00	81
	282	00	27	63
	234/4	00	02	59
	234/5	00	00	10
	234/9	00	02	34
	250/10	00	02	45
	250/11	00	13	14
	250/12	00	06	50
	250/13	00	06	97
	250/14	00	11	62
	250/15	00	00	10
	250/17	00	00	15
	250/18	00	03	91
	250/19	00	07	84
	250/20	00	03	40
	250/21	00	06	97
	251/7	00	04	60
	273	00	04	18
	252/1	00	00	67
	252/2	00	30	84
	252/3	00	50	49
	252/4	00	00	10
	252/5	00	00	69
	252/9A	00	22	40
	252/9B	00	39	04
	252/10	00	02	74
	252/12	00	13	89
	253	00	21	23
	256/1	00	19	93
	256/2	00	14	50
	256/3	00	11	73
	255/1	00	00	14
	255/2	00	32	76
3) Nelivada	1	01	20	55
4) Tirapatipalem	73/18	00	29	45

1	2	3	4	5
4) Tirapatipalem (Contd)	108/13	00	36	54
	108/7	00	09	79
	108/8	00	17	40
	108/3	00	01	13
	108/9	00	08	36
	108/10	00	01	46
	107/16	00	02	36
	107/24	00	09	52
	107/23	00	11	29
	107/18	00	01	33
	107/22	00	27	19
	112/10	00	00	24
	107/21	00	01	54
	105/8	00	00	36
	112/2	00	18	13
	112/9	00	02	10
	112/12	00	38	61
	112/11	00	00	10
	112/4	00	00	11
	113/12	00	03	24
	113/13	00	01	82
	113/11	00	01	89
	113/14	00	05	43
	113/15	00	04	67
	113/10	00	00	18
	113/16	00	02	93
	113/18	00	00	10
	113/17	00	03	80
	113/8	00	05	15
	113/7	00	02	62
	113/6	00	00	30
	102/22	00	08	17
	102/21	00	01	63
	102/3	00	00	48
	102/20	00	11	53
	102/23	00	05	71
	102/16	00	00	70
	102/15	00	09	54
	102/14	00	00	22
	102/13	00	05	88
	102/12	00	07	35
	102/10	00	02	44

1	2	3	4	5
4) Tirapatipalem (Contd)	102/11	00	09	43
	114/1	00	00	27
	114/2	00	00	10
	101/4	00	03	89
	101/5	00	02	45
	101/6	00	02	00
	101/7	00	07	12
	99/30	00	00	48
	100/3	00	15	34
	100/4	00	00	25
	100/8	00	14	45
	100/2	00	01	08
	100/9	00	03	17
	100/10	00	02	31
	100/11	00	00	39
	100/1	00	00	95
	98/30	00	13	44
	98/32	00	00	10
	98/27	00	05	41
	98/33	00	00	73
	98/34	00	01	50
	98/35	00	02	10
	98/25	00	01	89
	98/26	00	00	71
	98/24	00	05	18
	98/19	00	00	10
	98/22	00	07	25
	98/21	00	01	09
	95/29	00	06	80
	95/31	00	01	40
	95/32	00	06	05
	95/33	00	07	60
	95/34	00	03	15
	95/35	00	08	20
	95/36	00	00	10
	95/37	00	09	44
	96	00	04	22
5) Bantupalli	73	00	95	73
	77	00	01	07
	76	00	03	95
	84/1	00	14	79
	80/16	00	01	61

1	2	3	4	5
5) Bantupalli (Contd)	80/18	00	21	13
	80/17	00	01	69
	80/19	00	01	76
	80/12	00	13	85
	80/11	00	01	67
	80/10	00	03	28
	81/10	00	06	98
	80/9	00	00	92
	80/8	00	00	10
	81/7	00	06	02
	81/8	00	00	10
	81/6	00	06	77
	81/5	00	02	35
	81/1	00	12	77
	81/5	00	00	78
	70/8	00	04	70
	70/7	00	06	49
	70/2	00	11	88
	70/1	00	10	31
	70/3	00	00	30
	60/36	00	01	40
	60/37	00	08	21
	60/38	00	07	48
	60/42	00	00	10
	60/39	00	03	08
	60/40	00	06	69
	60/22	00	02	31
	60/41	00	02	13
	60/9	00	08	73
	60/8	00	01	08
	60/10	00	00	10
	62/2	00	05	77
	61/8	00	02	08
	61/6	00	04	52
	61/7	00	00	94
	61/5	00	04	02
	61/4	00	06	30
	61/1	00	00	44
	61/3	00	04	63
	61/2	00	04	64
	62/1	00	05	04
	64/2	00	08	28

1	2	3	4	5
5) Bantupalli (Contd)	65/4	00	03	72
	65/3	00	04	00
	65/2	00	06	86
	65/1	00	04	39
	65/5	00	01	85
	43/7	00	10	51
	43/6	00	08	08
	42	00	00	10
	43/4	00	02	07
	41/1	00	23	48
	45/29	00	01	61
	45/25	00	15	59
	45/24	00	07	98
	45/32	00	00	50
	45/23	00	03	32
	45/22	00	01	42
	45/33	00	03	12
	45/34	00	07	65
	45/12	00	04	78
	45/36	00	00	30
	45/35	00	00	10
	45/11	00	14	07
	37	00	03	15
	34/9	00	35	16
	34/5	00	01	58
	34/6	00	06	50
	34/7	00	05	47
	34/8	00	00	12
	32	00	02	83
	30/1	00	46	70
	29/1	00	14	74
	27/17	00	00	23
	28/9	00	25	28
	28/10	00	19	59
	114/6	00	01	43
	114/5	00	13	27
	28/6	00	29	91
	114/1	00	23	47
	114/2	00	24	67
	113/1	00	04	18
	113/2	00	00	10
	13/42	00	00	36

1	2	3	4	5
6) Muktumpuram	17/7	00	08	33
	17/6	00	08	92
	17/5	00	01	40
	17/4	00	05	18
	17/2	00	09	29
	17/3	00	02	17
	12/22	00	02	23
	12/1	00	01	70
	12/21	00	03	44
	12/15	00	00	10
	12/16	00	00	68
	12/18	00	02	83
	12/19	00	05	40
	12/20	00	03	40
	12/17	00	02	12
	12/10	00	00	10
	11/25	00	00	62
	11/24	00	01	18
	11/23	00	01	86
	11/22	00	02	88
	11/21	00	02	95
	11/20	00	03	41
	11/19	00	04	19
	11/18	00	02	66
	11/17	00	01	51
	11/4	00	00	74
	11/3	00	00	10
	11/5	00	02	29
	11/6	00	05	56
	11/11	00	04	60
	11/12	00	07	05
	11/14	00	12	76
	11/13	00	06	40
	13	00	01	03
	10/2	00	00	13
	10/1	00	00	33
	9/8	00	02	40
	9/9	00	08	20
	9/11	00	00	10
	9/12	00	00	10
	9/13	00	00	40
	9/14	00	02	22

1	2	3	4	5
6) Muktumpuram (Contd)	9/15	00	01	04
	9/16	00	02	35
	9/17	00	02	65
	9/18	00	00	30
	9/21	00	02	20
	9/23	00	00	10
	9/24	00	00	40
	9/25	00	04	90
	9/26	00	03	19
	9/27	00	03	40
	9/28	00	05	80
	9/29	00	01	55
	9/30	00	03	60
	9/45	00	00	15
	7/41	00	00	10
	7/42	00	01	43
	7/43	00	05	37
	7/45	00	07	26
	7/35	00	02	49
	7/34	00	02	12
	7/36	00	09	57
	7/29	00	13	14
	7/28	00	04	45
	7/30	00	02	74
	3	00	05	72
	4/1	00	00	13
	4/2	00	11	57
	4/3	00	00	22
7) Kondamulagam	43/25	00	00	20
	43/26	00	14	80
	43/27	00	05	95
	45/10	00	16	15
	45/8	00	01	48
	45/9	00	00	96
	45/2	00	06	08
	45/1	00	06	01
	46/15	00	06	57
	46/17	00	01	58
	46/16	00	08	44
	46/12	00	06	50
	46/11	00	02	33
	46/10	00	10	33

1	2	3	4	5
7) Kondamulagam (Contd)	46/9	00	05	54
	72/19	00	01	89
	72/2	00	05	91
	72/1	00	02	38
	71	00	16	72
	70/12	00	00	26
	70/29	00	01	64
	70/30	00	02	36
	70/28	00	00	81
	67/5	00	05	14
	67/6	00	01	81
	67/7	00	00	10
	67/4	00	04	08
	67/8	00	07	76
	67/3	00	00	10
	67/9	00	03	75
	67/30	00	00	10
	67/28	00	00	10
	67/27	00	00	10
	67/26	00	00	37
	67/10	00	10	24
	67/12	00	05	45
	67/13	00	02	41
	67/14	00	00	35
	69/28	00	00	45
	68/31	00	03	91
	68/32	00	03	26
	68/33	00	00	94
	68/34	00	00	10
	68/28	00	02	91
	68/29	00	02	90
	68/30	00	00	10
	68/22	00	00	10
	68/23	00	00	89
	68/24	00	03	92
	68/25	00	11	81
	68/26	00	00	81
	68/27	00	01	29
	68/13	00	04	77
	68/14	00	01	98
	65/22	00	00	47
	65/21	00	04	06

1	2	3	4	5
7) Kondamulagam (Contd)	65/20	00	00	20
	65/19	00	01	94
	65/18	00	03	60
	65/23	00	02	03
	65/24	00	00	25
	65/17	00	07	75
	65/16	00	06	48
	65/9	00	00	14
	65/8	00	01	13
	65/7	00	07	75
	65/6	00	03	44
	65/5	00	00	74
	65/4	00	01	45
	65/3	00	00	37
	65/2	00	00	10
	62	00	00	26
	63/2	00	10	87
	64/38	00	01	93
	64/32	00	02	41
	64/11	00	03	35
	64/10	00	04	65
	64/9	00	00	95
	64/8	00	05	83
	64/7	00	00	45
	64/4	00	02	65
	64/1	00	02	09
	64/2	00	01	85
	64/3	00	00	45
	18/51	00	02	10
	18/52	00	02	28
	18/44	00	01	62
	18/45	00	01	74
	18/46	00	00	99
	18/47	00	01	26
	18/5	00	00	10
	18/6	00	05	18
	18/7	00	00	22
	18/8	00	02	23
	18/9	00	03	62
	18/10	00	01	55
	18/11	00	00	10
	18/14	00	02	33

1	2	3	4	5
7) Kendamulagam (Contd)	18/15	00	00	37
	20/46	00	05	75
	20/42	00	00	34
	20/44	00	02	77
	20/45	00	03	66
	20/25	00	00	83
	20/24	00	01	26
	20/22	00	00	53
	20/23	00	00	75
	19/26	00	05	63
	19/25	00	04	06
	19/27	00	04	02
	19/24	00	05	34
	19/23	00	00	11
	19/22	00	00	51
	19/21	00	06	80
	19/5	00	00	70
	19/4	00	00	63
	19/1	00	06	68
	21/3	00	02	72
	21/2	00	05	41
	21/4	00	02	53
	21/5	00	07	28
	21/6	00	04	81
	21/18	00	12	11
	21/7	00	05	14
	21/8	00	04	49
	21/17	00	02	83
	22/6	00	01	62
	22/5	00	00	94
	22/4	00	00	10
	22/7	00	08	11
	22/8	00	07	75
	11	00	17	84
	2	01	32	01
8) Sitamavalasa	31/1	00	06	75
	31/2	00	12	95
	17/1	00	16	28
	17/2	00	00	10
	17/5	00	09	42
	17/6	00	03	34
	17/7	00	03	65

1	2	3	4	5
8) Sitamavalasa (Contd)	17/8	00	03	79
	17/10	00	05	19
	18/4	00	11	58
	18/5	00	00	22
	18/9	00	07	27
	18/10	00	05	89
	18/20	00	15	83
	18/26	00	01	82
	18/27	00	02	80
	18/28	00	04	40
	18/29	00	02	12
	18/30	00	02	50
	18/31	00	01	75
	18/32	00	01	10
	18/35	00	00	10
	13	00	01	03
	14/1	00	03	09
	14/2	00	01	65
	14/3	00	28	34
	14/5	00	03	07
	14/6	00	01	93
	14/7	00	02	05
	14/8	00	03	10
	14/9	00	02	98
	14/10	00	02	00
	14/11	00	05	57
	14/12	00	05	59
	14/13	00	05	63
	14/14	00	06	18
	14/15	00	00	10
	14/16	00	10	92
	27/1	00	04	69
	27/2	00	02	29
	27/10	00	00	67
	27/11	00	11	79
	27/12	00	04	54
	27/13	00	09	65
	27/14	00	00	10
	27/15	00	01	78
	27/17	00	19	43
	27/22	00	00	10
	27/24	00	01	40

1	2	3	4	5
8) Sitamavalasa (Contd)	28/11	00	04	11
	28/12	00	06	42
	28/14	00	07	41
	28/15	00	17	88
	28/16	00	10	08
	28/17	00	03	52
	28/18	00	00	10
	29/1	00	00	10
	8/18	00	00	10
	8/19	00	01	62
	8/20	00	10	82
	8/21	00	07	65
	8/22	00	03	01
	8/25	00	15	48
	10	00	08	59
	47/1	00	00	45
	48/1	00	00	10
	49/1	00	13	75
	49/2	00	01	71
	49/3	00	00	11

Mandal/Tehsil/Taluk:Laveru	District:Srikakulam	State:ANDHRA PRADESH		
1) Kesavarayapuram	25/6	00	11	38
	25/7	00	01	49
	25/12	00	05	95
	25/13	00	12	56
	25/14	00	16	37
	25/15	00	05	12
	26/2	00	00	10
	28/3	00	00	11
	28/8	00	01	95
	28/9	00	07	06
	28/10	00	07	17
	28/11	00	03	73
	28/12	00	08	26
	28/13	00	11	21
	28/14	00	11	19
	28/15	00	08	02
	36/10	00	03	34
	36/11	00	12	45
	36/14	00	02	94
	36/15	00	13	65
	36/16	00	08	48
	51/1	00	13	99

1	2	3	4	5
1) Kesavarayapuram (Contd)	51/3	00	07	64
	51/4	00	05	42
	51/8	00	00	39
	50	00	55	57
	47/17	00	00	05
	47/18	00	00	05
	48	00	03	90
	49/2	00	00	66
	49/3	00	01	36
	49/4	00	04	35
	49/5	00	13	80
	49/6	00	02	62
	49/10	00	14	25
2) Laveru	315/2	00	00	12
	315/8	00	10	53
	315/9	00	00	19
	315/7	00	01	49
	315/6	00	07	94
	315/5	00	02	56
	315/4	00	20	94
	314/5	00	17	66
	314/15	00	10	11
	314/17	00	07	29
	314/19	00	01	50
	314/20	00	00	28
	311/21	00	05	33
	311/22	00	05	59
	311/23	00	06	39
	312/2	00	05	97
	312/3	00	07	20
	312/4	00	00	33
	312/7	00	03	89
	312/6	00	00	90
	312/11	00	03	03
	312/10	00	14	57
	312/13	00	00	48
	312/12	00	07	98
	312/14	00	06	33
	312/15	00	03	75
	322/1	00	22	19
	322/9	00	13	56
	322/10	00	03	49

1	2	3	4	5
2) Laveru (Contd)	323/1	00	04	80
	323/2	00	01	50
	323/3	00	12	46
	333/2	00	16	12
	333/3	00	49	10
	333/4	00	06	15
	327	00	04	13
	326/7	00	00	10
	326/8	00	02	09
	326/26	00	03	50
	326/24	00	00	10
	326/27	00	03	11
	326/9	00	00	33
	326/25	00	02	01
	328/4	00	04	07
	328/6	00	00	71
	328/5	00	01	61
	328/3	00	06	52
	328/1	00	02	26
	328/10	00	00	71
	328/11	00	04	80
	328/12	00	02	25
	328/2	00	01	75
	330/6	00	01	26
	330/7	00	01	85
	330/8	00	01	28
	330/9	00	00	91
	330/25	00	02	30
	330/24	00	01	71
	330/23	00	03	89
	330/11	00	01	09
	330/29	00	00	10
	330/26	00	03	00
	330/27	00	01	02
	330/22	00	01	38
	330/21	00	01	00
	330/20	00	00	18
	330/19	00	05	25
	330/18	00	10	17
	331/1	00	12	05
	331/2	00	06	80
	331/9	00	04	95

	1	2	3	4	5
2) Laveru (Contd)					
	331/10	00	03	55	
	331/11	00	02	57	
	331/12	00	04	05	
	331/13	00	00	25	
	331/18	00	00	98	
	331/25	00	00	25	
	194/32	00	00	10	
	194/30	00	02	67	
	194/29	00	02	59	
	194/28	00	06	80	
	194/27	00	08	12	
	194/26	00	04	26	
	194/25	00	03	33	
	194/24	00	03	86	
	194/14	00	00	60	
	194/15	00	00	54	
	194/16	00	00	13	
	194/23	00	12	65	
	194/22	00	02	60	
	194/21	00	01	14	
	194/20	00	00	62	
3) Tallavalasa					
	20/22	00	08	26	
	20/21	00	20	22	
	20/20	00	06	73	
	20/11	00	04	76	
	20/10	00	04	91	
	20/12	00	00	10	
	20/9	00	02	19	
	20/8	00	01	05	
	20/7	00	04	99	
	20/6	00	01	43	
	20/5	00	05	04	
	20/4	00	02	92	
	20/3	00	04	58	
	20/2	00	09	18	
	19/1	00	05	60	
	14/1	00	19	25	
	14/2	00	19	22	
	14/3	00	01	26	
	14/4	00	01	36	
	14/5	00	00	28	
	14/10	00	18	60	

[RECEIVED PUNJAB GOVT.]

[RECEIVED PUNJAB GOVT.]

1	2	3	4	5
3) Tallavalasa (Contd)	14/9	00	00	27
	14/11	00	01	93
	14/17	00	03	32
	14/19	00	00	10
	14/16	00	09	09
	14/15	00	03	28
	14/14	00	05	13
	14/13	00	04	42
	13/2	00	07	55
	13/1	00	10	14
	7	00	11	13
	5/11	00	16	85
	5/9	00	00	21
	5/10	00	15	74
	5/14	00	06	75
	5/15	00	02	30
	5/16	00	02	09
	2/7	00	02	68
	2/13	00	03	25
	2/14	00	00	30
	2/15	00	07	55
	2/16	00	08	45
	4/1	00	23	50
	4/2	00	12	15
	4/13	00	00	10
	3/6	00	06	28
	3/8	00	00	26
	3/7	00	05	67
	3/25	00	02	78
	3/27	00	06	24
	3/24	00	03	21
	3/20	00	03	25
	3/28	00	00	10
	3/21	00	02	44
	3/23	00	00	98
	3/26	00	06	78
	3/22	00	00	92
	3/18	00	05	26
	3/19	00	03	16
	3/17	00	00	97
	3/16	00	06	31
	41/1	00	13	69
	41/2	00	19	31
	41/3	00	00	24
	41/4	00	01	66

[F. No. L-14014/33/2009-GP]
SNEH P. MADAN, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 21 मई, 2010

का.आ. 1539.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एवं सिंध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 58/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-05-2010 को प्राप्त हुआ था।

[सं. एल-12012/4/2007-आई आर (बी-II)]

यू.एस.पाण्डेय, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 21st May, 2010

S.O. 1539.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 58/2007) of the Central Government Industrial Tribunal/Labour Court-I, New Delhi now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Punjab and Sindh Bank and their workman, which was received by the Central Government on 20-05-2010.

[No. L-12012/4/2007-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE

**BEFORE DR. R.K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. I, KARKARDOOMA COURTS
COMPLEX, DELHI**

I.D. No. 58/2007

Krishan Kumar Bhonsle,
S/o Late Shri Gurbaksha Ram,
R/o Village Shahzapur,
Distt. Ambala, Haryana.

...Claimant

Versus

The Chairman,
Punjab & Sind Bank,
Bank House,
21, Rajinder Place,
New Delhi-110008.

...Management

AWARD

A clerk-cum-cashier, working in Paniali Qasimpur branch of Punjab and Sind Bank, was placed under suspension on 28-10-91 and a charge sheet was served upon him on 14-2-99. Shri D.S. Negi, Manager, Zonal Office Meerut, UP was appointed as Enquiry Officer. After domestic enquiry, he submitted his report on 5-1-2002. A

show cause notice was served on the delinquent employee on 27-12-2001. Another show cause notice was served 5-1-2002. After consideration of his reply, punishment of compulsory retirement was awarded to him, vide order dated 19-1-2002. Appeal preferred against the said order, came to be dismissed. A dispute was raised before the Conciliation Officer, but the conciliation proceedings failed. On consideration of the failure report, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L. 12012/4/2007-IR(B-II), New Delhi dated 26-6-2007, with the following terms:—

“Whether the action of the management of Punjab & Sind Bank in giving compulsory retirement to Shri Krishan Kumar Bhonsle w.e.f. 19-1-2002 is just, fair and legal. If not, to what relief the concerned workman is entitled to and from which date?”

2. Claim statement was filed by Shri Krishan Kumar Bhonsle pleading that on 28-10-91 he was appointed as clerk-cum-cashier in Paniali Kasimpur branch of the bank. He served the bank with sincerity, dedication and devotion. He was placed under suspension and on 14-9-1999 a false and frivolous charge sheet was served upon him. The said charge sheet was ambiguous and not clear. He submitted his reply to the said charge sheet. Without consideration of the reply Shri D.S. Negai was appointed as Enquiry Officer. During the pendency of the enquiry his wife was seriously ill. He informed the Enquiry Officer about ailment of his wife and sought time. He could not attend enquiry proceedings, since his wife was operated upon and none was there in the family to take her care. The Enquiry Officer proceeded with the enquiry in his absence and submitted his report dated 5-2-2001 to the Disciplinary Authority. Show cause notices were served which was replied by him. Without consideration of his reply non-speaking order dated 19-1-2002 was passed, awarding punishment of compulsory retirement to him. Appeal preferred by him was rejected in a mechanical manner. He questioned the report of the Enquiry Officer, punishment order passed by the Disciplinary Authority and orders of the Appellate Authority, pleading that these orders were in violation of principles of natural justice. He claimed that order of the Disciplinary Authority as well as that of the Appellate Authority may be set aside and he may be reinstated in service with continuity and all consequential benefits. He also seeks compensation of Rs. 2,00,000 (Rupees. Two Lacs Only), from the management.

3. His claim was demurred by the management pleading that punishment of compulsory retirement falls outside scope of reference and cannot be adjudicated upon by this Tribunal. Section 11-A of the Industrial Disputes Act, 1947 (in short the Act) empowers this Tribunal to award appropriate relief in the cases of discharge or dismissal only and not in the matter of compulsory retirement. It has further been pleaded that punishment was awarded in January, 2002 and reference was made in June, 2007 and by

that time it became inordinately stale and barred by time. The management projects that the claimant received cash from customers of the bank, on the pretext that he will deposit those amounts in their respective accounts. Instead of depositing the amounts so received from the customers, he fraudulently pocketed those amounts and manipulated books of accounts by making fictitious entries. A charge sheet was served upon him on 14-9-1999, calling upon him to file a reply within a period of 15 days. He opted not to file any reply. Accordingly Shri D.S. Negi was appointed as Enquiry Officer. Claimant sought various adjournments at one pretext or the other. Enquiry Officer was constrained to proceed the claimant ex-parte. He conducted the enquiry and submitted his report to the Disciplinary Authority, concluding that charges stood proved. Show cause notices were served to the claimant against the proposed punishment and thereafter penalty of compulsory retirement was awarded to him on 19-1-2002. Appeal preferred by the claimant came to be dismissed. Since it was without any merits. It has been pleaded that punishment commensurate to his misconduct and interference is required by this Tribunal.

4. On pleadings of the parties, the following issues were settled.

1. Whether the enquiry conducted by the management was fair, legal and proper?
2. As in terms of reference?
3. Relief.

5. Issue No. 1 was treated as preliminary issue. Shri D.S. Negi was examined by the management to discharge onus resting on it. Claimant entered the witness box to project facts in support of his claim. On consideration of the evidence adduced by the parties and submissions made at the bar, issue No.1 was answered in favour of the claimant and against the management, vide order dated 20-11-09

6. Shri Daljit Singh (MW2), Surinder Pal Singh Dhawan (MW3) and Arjun Singh (MW4) were examined by the management to prove misconduct of the claimant. Claimant has examined himself again to rebut the evidence adduced by the management.

7. Arguments were heard at the bar. Shri Rajat Arora, authorized representative, raised his submissions on behalf of the management. Shri Ravinder Dahia, authorized representative, presented facts on behalf of the claimant. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

Issue No. 2

8. Surender Pal Singh Dhawan unfolds that he was working as branch manager in Paniali Qasimpur branch of

the bank from 8th of September, 97 till August, 2001. Shri K.K. Bhonsle was working as clerk-cum-cashier in the branch. In December, 98, Arjun Kumar was posed as additional clerk in the said branch. He asked Arjun Kumar to tally general ledgers page-wise. He noted a difference of Rs. 1100 in saving bank account No. 1458, maintained by one Km. Archana. He checked that account and noted that there was an entry (of a sum of Rs. 1100) in that account as well as in the pass book (of the account holder) but no cash voucher was available. Ex. MW3/1 is the copy of pass book of account No. 1458, while Ex. MW3/2 is the copy of the ledger sheet of that account. He enquired from Shri Bhonsle, who in turn admitted that a sum of Rs. 1100 was pocketed by him and he had committed a mistake in that regard. He told that he would deposit a sum of Rs. 1100 with the bank. He deposited a sum of Rs. 1100 with the bank through voucher, copy of which is Ex. MW3/3.

9. He instructed Arjun Kumar to check other accounts also and any entry of Rs. 2000 was brought to his notice, in respect of which there was difference in the ledger. Shri Bhonsle made a fictitious entry in account No. 1496, maintained by one Deep Singh. Ex. MW3/4 is the copy of the ledger sheet of that account. Bhonsle deposited a sum of Rs. 2000 with the bank through voucher, copy of which is Ex. MW3/5. He called Shri Bhonsle and enquired as to whether there were some other entries in respect of which he had committed fraud. He swore in the name of his mother and assured him that there was no other fictitious entry. He reported the matter to his controlling officer vide letter dated 16-3-99, copy of which is Ex. MW3/6. A team came from his controlling office, which conducted a fact finding enquiry. About 46-47 fictitious entries were noted and it came to light that Shri Bhonsle had embezzled an amount of Rs. 70000. Brother of Shri Bhonsle had deposited that amount of Rs. 70000 with the controlling officer vide voucher, copy of which is Ex. MW3/7. He testified these facts before the enquiry Officer. Shri Bhonsle used to raise altercations with customers also. Since it was one man branch, Shri Bhonsle used to work as clerk-cum-cashier. During the course of his cross examination he projects that voucher are kept in a big box, keys of which remain in possession of clerk as well as daftry, in good faith. He admits that entry of Rs. 1100 was checked and initialed by him. However, receipt of Rs. 1100, prepared by Shri K.K. Bhonsle for issuance to Km. Archana, never reached his hands. He admits that entries, which were found fictitious, were initialed either by him or by the previous branch manager. However, claimant used to do forgery after initial on the entries, by application of fluid. The claimant used to maintain ledgers of the bank, since in rural banks clerk-cum-cashier perform all functions.

10. Shri Arjun Singh deposed that he joined Paniali branch on 18-12-98 as clerk-cum-cashier. Surinder Pal Singh Dhawan was working as branch manager, while Shri K.K. Bhonsle was working as clerk-cum-cashier in that branch.

Branch manager asked him to perform job of tallying ledgers with respective documents. He noted discrepancy of Rs. 1100/- in account No. 1311 and a discrepancy of Rs. 2000/- in account No. 1496. He unfolds that entry relating to Rs. 1100/- was unsigned entry. The claimant used to write cash scrolls and give numbers to voucher also. He also used to write day books. Scrolls were not tallied with voucher/ledgers. Scrolls and voucher were never tallied. Cash book used to be checked daily. Claimant used to make those entries in the general ledgers while branch manager used to compare ledgers in evening hours. In case vouchers were to be tallied with the cash book or scrolls, in that eventuality only one can detect fraud on that very day and not otherwise. When he pointed out discrepancy of Rs. 1100 to the branch manager, he called the claimant. The claimant conceded that entry was made by him and he was ready to deposit a sum of Rs. 1100 with the bank.

11. Shri Daljeet Singh was appointed as Presenting Officer by the bank in the enquiry. He projects that in 1999 a fact finding enquiry was conducted. After that fact finding enquiry, he made a list of fictitious entry, which is Ex. MW2/1. Ledger, relating to those entries is Ex. MW2/2 (which runs into 19 pages). Entry No. 1 in Ex. MW2/1 pertains to Rs. 2600/-. There was no voucher relating to that entry in the books of the bank, hence it was found to be fictitious. There were three vouchers relating to interest paid on deposits and total of those vouchers came to Rs. 1796/-. Those vouchers are Ex. MW2/3, Ex. MW2/4 and Ex. MW2/5 respectively. Shri K.K. Bhonsle made an entry in respect of those vouchers amounting to Rs. 1996/-, which fact is reflected on ledger Ex. MW2/2. Though an entry of Rs. 1796/- was to be made but Shri Bhonsle made an entry of Rs. 1996/- and accepted a sum of Rs. 200/- as cash from the account holder, which amount was pocketed by him. Third entry, recorded in Ex. MW2/1, is of Rs. 1886. Supporting voucher of that entry is of Rs. 886/- which is Ex. MW2/6. Shri Bhonsle pocketed a sum of Rs. 1000/- from the customer and made an entry of Rs. 1886/- in his account as interest. In the same manner he has enlisted 47 entries in Ex. MW2/1, in respect of which Shri Bhonsle has committed fraud with the bank and pocketed a sum of Rs. 70000/-. Ex. MW2/7 was prepared by him, which relates to general ledger of saving bank account, copy of general ledger of saving bank accounts is Ex. MW2/8. (which runs into 30 pages). In general ledger of saving bank accounts Shri Bhonsle posted excess amount and to match that amount he added money in interest paid account (ledger). Shri Bhonsle showed in books that money was credited in accordance with the bank rules, while in fact he pocketed the money. Loss was calculated to Rs. 70000/- which was made good by brother of Shri Bhonsle. During the course of cross-examination he concedes that entries reflected in Ex. MW2/2 were initialed by the branch manager. He projects that vouchers used to remain in the custody of the claimant for the whole day, till day book was written.

He projects that vouchers lying in the branch can be audited. However, he explains that vouchers which are not there in the branch, cannot be audited. Though there was audit in the branch in March, 1999, relating to the period upto 31-3-98. However, auditors did not check the vouchers. The discrepancies, highlighted by the fact finding team, were not highlighted by the auditors.

12. Shri K.K. Bhonsle swears in his affidavit that branch manager was suspended for a period of more than two years, which fact shown that he was only person who had committed fraud. According to him he was implicated in a pre-planned manner. He worked with full dedication and sincerity. He projects that Surinder Pal Singh Dhawan, then branch manager, Daljeet Singh, Senior Manager and Prabhjot Singh Bindra, Zonal Manager were involved in the matter. However, he concedes that when Daljeet Singh entered the witness box, he had not confronted him with that proposition. He further admits that Daljeet Singh was never posted in Paniali branch of the bank. He admits that the branch manager was not suspended on account of the incident, which is subject matter of adjudication. He admits that voucher Ex. MW3/3 was written by him. He explains that it was written by him at the instance of the branch manager. In the same manner he admits that voucher Ex. MW3/5 was written by him. He projects that branch manager gave money out of his pocket, which was deposited by him in the bank. He explains that money deposited on the strength of the voucher Ex. MW3/7 was not paid by him.

13. When facts unfolded by Surinder Pal Singh Dhawan, Arjun Singh, Daljeet Singh and the claimant are closely perused, it came to light that sequence of events unfolded by Arjun Singh remained un-assailed. Arjun Singh could bring it over the record that he was directed by the branch manager to tally ledgers with respective documents. He noted a discrepancy of Rs. 1100/- in account No. 1311 and another discrepancy of Rs. 2000/- in account No. 1496. He reported the matter to the branch manager. Branch manager called the workman who conceded that the said entry was made by him and he was ready to deposit a sum of Rs. 1100/- with the bank. Out of facts unfolded by Arjun Singh, it came to light that when he noted a discrepancy of Rs. 1100/- in an account, those facts were confronted by the branch manager to the claimant. The claimant made admission of his guilt and shown his willingness to deposit that amount with the bank. Though Shri Arjun Singh tells that the said discrepancy was noted by him in respect of S.B. Account No. 1311, yet those facts are not going to make a big difference. Story projected by Shri Arjun Singh presents that there was a discrepancy of Rs. 1100/- in an account and the claimant conceded facts relating to that discrepancy and was ready to deposit that amount with the bank. It may happen that after a long gap of time Shri Arjun Singh could not recollect the account number correctly, but presented whole facts in proper sequence. Out

of these facts it is evident that the claimant made an extra judicial confession before Arjun Singh and Surinder Pal Singh Dhawan, to the effect that he had committed a mistake and was ready to make that loss good to the bank.

14. Shri Surinder Pal Singh Dhawan, detailed events relating to that fraud. He erects the edifice brick by brick, detailing that Arjun Singh was deputed by him to tally all general ledgers page wise. He noted a difference of Rs. 1100/- in one of the account relating to Km. Archana. When claimant was confronted with that discrepancy he admitted his guilt and deposited a sum of Rs. 1100 with the bank through voucher Ex. MW3/3. Another discrepancy of a sum of Rs. 2000 was noted in account No. 496 and when claimant was confronted with that discrepancy he also deposited sum of Rs. 2000/- with the bank, vide voucher Ex. MW3/5. These circumstances arouse suspicion. He reported the matter to his controlling officer, vide letter Ex. MW3/6. A fact finding team made enquiries and 47 discrepancies were noted. Facts highlighted by Surinder Pal Singh Dhawan were reiterated by Daljeet Singh, who prepared a list of all fictitious entries, which is Ex. MW 2/1. He detailed modus operandi, in which the claimant made falsification of bank account books and pocketed the money. He put the bank to loss to the tune of Rs. 70,000, which amount was deposited by his brother.

15. In his testimony Shri Bhonsle nowhere disputes vouchers Ex. MW 3/3 and Ex. MW 3/5. He offers an explanation that these vouchers were filled in by him at the instance of the branch manager. He could not explain as to why these facts were not brought by him to the notice of the Zonal office. At no point of time, the claimant raised an eye brow over the branch manager, when his acts and conduct were being enquired into by the domestic tribunal. Therefore, it is emerging over the record that the explanation offered by the claimant is an after thought. By way of filling Ex. MW 3/3 and Ex. MW 3/5 claimant made admission of his guilt in respect of embezzlement of a sum of Rs. 1100 and a sum of Rs. 2000 respectively. Facts unfolded by Arjun Singh and Surinder Pal Singh Dhawan, to the effect that the claimant deposited a sum of Rs. 1100 and a sum of Rs. 2000 respectively get reaffirmed through these vouchers. Consequently it is clear that story preponed by the management is supported by the testimony of the claimant, when he makes an admission that vouchers Ex. MW3/3 and Ex. MW 3/5 were filled in by him. Events detailed by Surinder Pal Singh Dhawan, Arjun Singh and Daljeet Singh put all beads in a row to make a complete chain. It is evident that it was the claimant who made falsification of the bank books, pocketed money amounting to Rs. 70,000 and defrauded the bank. The charges stood proved against the claimant.

16. What should be the appropriate punishment, which can be awarded to the claimant? Right of an employer to inflict punishment of discharge or dismissal is not

unfettered. The punishment imposed must commensurate with gravity of the misconduct, proved against the delinquent workman. Prior to enactment of Section 11-A of the Industrial Dispute Act, 1947 (in short the Act), it was not open to the industrial adjudicator to vary the order of punishment on finding that the order of dismissal was too severe and was not commensurate with the act of misconduct. In other words, the industrial adjudicator could not interfere with the punishment as it was not required to consider propriety or adequacy of punishment or whether it was excessive or too severe. Apex Court, in this connection, had, however, laid down in *Bengal Bhatdee Coal Company* [1963(1) LLJ 291] that where order of punishment was shockingly disproportionate with the act of the misconduct which no reasonable employer would impose in like circumstances, that itself would lead to the inference of victimization or unfair labour practice which would vitiate order of dismissal or discharge. But by enacting the provision of Section 11-A of the Act, the Legislature has transferred the discretion of the employer, in imposing punishment, to the industrial adjudicator. It is now the satisfaction of the industrial adjudicator to finally decide the quantum of punishment for proved acts of misconduct, in cases of discharge or dismissal. If the Tribunal is satisfied that the order of discharge or dismissal is not justified in any circumstances on the facts of a case, it has the power not only to set aside order of punishment and direct reinstatement with back wages, but it has also the power to impose certain conditions as it may deem fit and also to give relief to the workman, including award of lesser punishment in lieu of discharge or dismissal.

17. It is established law that imposing punishment for a proved act of misconduct is a matter for the punishing authority to decide and normally it should not be interfered with by the Industrial Tribunals. The tribunal is not required to consider the propriety or adequacy of punishment. But where the punishment is shockingly disproportionate, regard being had to the particular conduct and past record, or is such as no reasonable employer would ever impose in like circumstance, the Tribunal may treat the imposition of such punishment as itself showing victimization or unfair labour practice. Law to this effect was laid by the Apex Court in *Hind Construction and Engineering Company Labour* [1965 (1) LLJ 462]. Likewise in *Management of the Federation of Indian Chambers of Commerce and Industry* [1971 (II) LLJ 630] the Apex Court ruled that the employer made a mountain out of a mole hill and had blown a trivial matter into one involving loss of prestige and reputation and as such punishment of dismissal was held to be unwarranted. In *Ram Kishan* [1996 (1) LLJ 982] the delinquent employee was dismissed from service for using abusive language against a superior officer. On the facts and in the circumstances of the case, the Apex Court held that the punishment of dismissal was harsh and disproportionate to the gravity of the charge imputed to

the delinquent. It was ruled therein, "when abusive language is used by any body against a superior, it must be understood in the environment in which the person is situated and the circumstances surrounding the event that led to the use of abusive language. No straight-jacket formula could be evolved in adjudication whether the abusive language in the given circumstances would warrant dismissal from service. Each case has to be considered on its own facts."

18. In B. M. Patil (1996 (11) LLJ 536), Justice Mohan Kumar of Karnataka High Court observed that in exercise for discretion, the Disciplinary Authority should not act like a robot and justice should be moulded with humanism and understanding. It has to assess each case on its own merit and each set of fact should be decided with reference to the evidence recording the allegation, which should be basis of the decision. The past conduct of the worker may be a ground for assuming that he might have a propensity to commit the misconduct and to assess the quantum of punishment to be imposed. In that case a conductor of the bus was dismissed from service for causing revenue loss of 50 p to the employer by irregular sale of tickets. It was held that the punishment was too harsh and disproportionate to the act of misconduct.

19. After insertion of Section 11-A of the Act, the jurisdiction to interfere with the punishment is there with the tribunal, who has to see whether punishment imposed by the employer commensurate with the gravity of the act of misconduct. If it comes to the conclusion that the misconduct is proved, it may still hold that the punishment is not justified because misconduct alleged and proved is such as it does not warrant punishment of discharge or dismissal and where necessary, set aside the order of discharge or dismissal and direct reinstatement with or without any terms or conditions as it thinks fit or give any other relief, including the award of lesser punishment, in lieu of discharge or dismissal, as the circumstance of the case may warrant. Reference can be made to a precedent in Sanatak Singh (984 Lab. I.C. 817). The discretion to award punishment lesser than the discharge or dismissal has to be judiciously exercised and the Tribunal can interfere only when it is satisfied that the punishment imposed by the management is highly disproportionate to the decree of the guilt of the workman. Reference can be made to the precedent in Kachraji Motiji Parmar (1994 (II) LLJ 332). Thus it is evident that the Tribunal has now jurisdiction and power of substituting its own measure of punishment in place of the managerial wisdom, once it is satisfied that the order of discharge or dismissal is not justified. On facts and in the circumstances of a case, Section 11A of the Act specifically gives two folds powers to the Industrial Tribunal, first is virtually the power of appeal against findings of fact made by the Enquiry Officer in his report with regard to the adequacy of the evidence and the conclusion on facts and secondly of foremost importance, is the power of reappraisal of quantum of punishment.

20. Power to set aside order of discharge or dismissal and grant relief of reinstatement or lesser punishment is not untrammelled power. This power has to be exercised only when Tribunal is satisfied that the order of discharge or dismissal was not justified. This satisfaction of the Tribunal is objective satisfaction and not subjective one. It involves application of the mind by the Tribunal to various circumstances like nature of delinquency committed by the workman, his past conduct, impact of delinquency on employer's business, besides length of service rendered by him. Furthermore, the Tribunal has to consider whether the decision taken by the employer is just or not. Only after taking into consideration these aspects, the Tribunal can upset the punishment imposed by the employer. The quantum of punishment cannot be interfered with without recording specific findings on points referred above. No indulgence is to be granted to a person, who is guilty of grave misconduct like cheating, fraud, misappropriation of employers fund, theft of public property etc. A reference cannot be made to the precedent in Bhagirath Mal Rainwa (1995 (1) LLJ 960).

21. As concluded above, the claimant falsified accounts book of the bank, pocketed a sum of Rs. 70,000 and defrauded the bank. Acts of omission and commission, relating to the aforesaid fraud bring a grave misconduct over the record. The claimant obtained money from various customers, recorded wrong entries in books of account and pocketed the money, to cause wrongful loss to the bank and wrongful gain to himself. These acts amount to criminal offences and warrant severe punishment. For award of punishment of compulsory retirement, misconduct must be of grave nature. It must have a rational connection with the employment of the employee with his employer. Since misconducts perpetrated by the claimant are grave and serious, it entails severe punishment. Such an employee has no right to remain in employment. No confidence can be reposed in him. He may put property and reputation of his employer to stake. Hence punishment of compulsory retirement is found to be appropriate punishment to such an employee. The issue is answered accordingly.

Relief.

In view of the foregoing discussions, it is evident that no case could be projected by the claimant for award of any other punishment than his compulsory retirement from the services of the bank. Compulsory retirement neither proves to be a stigma in case of future employment nor debars the employee from retiral benefits. Hence punishment of compulsory retirement is awarded to the claimant, which will relate back to the date, when punishment was awarded to him by the Disciplinary Authority. An award is accordingly passed. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

DATED: 7-05-2010

नई दिल्ली, 21 मई, 2010

का.आ. 1540.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-II, चंडीगढ़ के पंचाट (संदर्भ संख्या 1206/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-05-2010 को प्राप्त हुआ था।

[सं. एल-12011/60/2005-आई आर(बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 21st May, 2010

S.O. 1540.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1206/2005) of the Central Government Industrial Tribunal/Labour Court-II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 20-05-2010.

[No. L-12011/60/2005-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT—II, CHANDIGARH.

Present: Sri A.K. RASTOGI, Presiding Officer.

Case No. I.D. 1206/2K5

Registered on 04-10-2005

The President Central Bank of India Employees' Union (Pb)
VPO Baddowal, District Ludhiana-142021

...Applicant

Versus

The Assitant General Manager, Central Bank of India,
Zonal Office, Bank Square, Sector 17-B, Chandigarh.

...Respondent

APPEARENCES

For the workman : Sh. K.S. Joshi, Advocate.

For the management: Sh. Ashok Kumar Jagga &
Ashutosh Bajpai, Advocates.

AWARD

Passed on April 16, 2010

The Central Government vide Notification No. L-12011/60/2005-IR (B-III) Dated 08-09-2005, by exercising its powers under Section 10 (2A) (1) clause (d) of the industrial Disputes Act, 1947 (hereinafter referred as the Act), has referred the following Industrial dispute for adjudication to this Tribunal :—

“Whether the action of the management of Central Bank of India, Chandigarh in refusing to accept pension option is illegal and unjustified? If so to what relief the workman Shri Deep Chand is entitled to?”

Workman filed his claim statement and the management its reply. The workman also filed rejoinder.

Both the parties led evidence also. On the date of arguments the counsel for the workman moved an application to state that the Central Bank of India has backed out from its earlier position and issued a notice to his client (workman) that the acknowledgement letter of option for pension had wrongly been issued to the workman and he will not be treated as pensioner from then onwards and that the workman has informed him that a M.O.U has been signed by the Central Bank of India whereby all the existing employees of the bank can opt for pension now and that his client has now decided to opt for pension afresh and so he want to withdraw his case. In this application dated 16-04-10 it has been prayed that the present case be allowed to be withdraw with a liberty to start the proceedings afresh on the same grounds if he is not treated a pension optee in accordance with fresh instructions.

I have heard learned counsel of the parties. In the circumstances he workman may be allowed to withdraw the dispute but a liberty to raise the same dispute afresh cannot be allowed as the present dispute as per statement of the workman himself stands settled. The workman, however, is allowed to withdraw the dispute. The reference is answered accordingly. Let a copy of the award be sent to the Central Government for further necessary action and record be consigned after due compliance.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 21 मई, 2010

का.आ. 1541.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-II, चंडीगढ़ के पंचाट (संदर्भ संख्या 1205/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-05-2010 को प्राप्त हुआ था।

[सं. एल-12011/64/2005-आई आर(बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 21st May, 2010

S.O. 1541.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1205/2005) of the Central Government Industrial Tribunal/Labour Court-II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 20-05-2010.

[No. L-12011/64/2005-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT II,
CHANDIGARH****Present: Sri A.K. RASTOGI, Presiding Officer.****Case No. I.D. 1205/2K5**The President Central Bank of India Employees' Union (Pb)
VPO Baddowal, District Ludhiana-142021

...Applicant

Versus

The Assitant General Manager, Central Bank of India,
Zonal Office, Bank Square, Sector 17-B, Chandigarh

...Respondent

APPEARENCES

For the workman : Sh. K.S. Joshi, Advocate.

For the management: Sh. Ashok Kumar Jagga &
Ashutosh Bajpai, Advocates.**AWARD**

Passed on April 16, 2010

The Central Government vide Notification No. L-12011/64/2005-IR (B-III) dated 12-09-2005, by exercising its powers under Section 10 (2A) (1) clause (d) of the industrial Disputes Act, 1947 (hereinafter referred as the Act), has referred the following Industrial dispute for adjudication to this Tribunal :—

“Whether the action of the management of Central Bank of India, Chandigarh in refusing to accept pension option of Shri Vijay Kumar is illegal and unjustified ? If so to what relief the workman Shri Vijay Kumar is entitled to ?

Workman filed his claim statement and the management its reply. The workman also filed rejoinder.

Both the parties led evidence also. On the date of arguments the counsel for the workman moved an application to state that the Central Bank of India has backed out from its earlier position and issued a notice to his client (workman) that the acknowledgement letter of option for pension had wrongly been issued to the workman and he will not be treated as pensioner from then onwards and that the workman has informed him that a M.O.U has been signed by the Central Bank of India whereby all the existing employees of the bank can opt for pension now and that his client has now decided to opt for pension afresh and so he want to withdraw his case. In this application dated 16-04-10 it has been prayed that the present case be allowed to be withdraw with a liberty to start the proceedings afresh on the same grounds if he is not treated a pension optee in accordance with fresh instructions.

I have heard learned counsel of the parties. In the circumstances he workman may be allowed to withdraw the dispute but a liberty to raise the same dispute afresh cannot be allowed as the present dispute as per statement

of the workman himself stands settled. The workman, however, is allowed to withdraw the dispute. The reference is answered accordingly. Let a copy of the award be sent to the Central Government for further necessary action and record be consigned after due compliance.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 21 मई, 2010

का.आ. 1542.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 95/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-05-2010 को प्राप्त हुआ था।

[सं. एल-12011/74/2009-आई आर(बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 21st May, 2010

S.O. 1542.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 95/2009) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Indian Bank and their workman, which was received by the Central Government on 20-05-2010.

[No. L-12011/74/2009-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Thursday, the 13th May, 2010.

Present: Sri A.N. JANARDANAN, Presiding Officer**Industrial Dispute No. 95/2009**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Bank and their workman)

BETWEEN

The General Secretary : Petitioner/1st Party
Indian Bank Employees Association
No.250 (Old No. 137), Linghi Street
Chennai-600001

The General Manager : Respondent/2nd Party

Indian Bank, Head Office
No.31, Rajaji Salai, Post Box No. 1304
Chennai-600001

APPEARANCE

For the 1st Party/Petitioner: Set ex-parte.

For the 2nd Party/Management: M/s T.S. Gopalan & Co.

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12011/74/2009-IR (B-II) dated 11-11-2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is:

“Whether the refusal of the management of Indian Bank to pay 1/2 scale wages to Smt. K. Vijaya, SSR No. 93075, Part-Time Sweeper, Pallipat Branch of Indian Bank, since 01-10-1981 is legal, fair and justified? What relief Smt. K. Vijaya is entitled to?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 95/2009 and issued notices to both sides. Respondent entered appearance. The first Party could not be served notice and did not enter appearance in spite of issuance of notice by RPAD repeatedly. The petitioner thereafter has been called absent and set ex-parte.

3. Subsequently, the Respondent filed sworn affidavit against the claim/ reference as follows:

The workman as Part-Time Sweeper in Pallipat branch has been drawing 1/3rd scale wages applicable to her since her date of joining on 01-01-1981. As determined in mutual settlement, the Respondent/Management by Circular no. IRD/2/80 dated 28-10-1980 issued guidelines for determination of wages for part-time sweepers. Over and above a carpet area of 1394.32 sq. ft., she was directed to sweep an additional area of 900 sq. ft. w.e.f. 01-10-2003 at the rear open space which area does not require daily sweeping. In consideration thereof, her scale wages were revised to half scale wages from 01-10-2003. The claim for the enhancement from 01-10-1981 is not allowable and is to be rejected.

4. No evidence has been adduced by the petitioner which is absent and ex-parte. It has also not filed any Statement of Claim with relevant documents, list of reliance or witnesses. From the Respondent's side a sworn affidavit of the Asst. General Manager of Respondent/Bank's Circle Office, Kanchipuram was filed refuting the claim enclosing a Xerox copy of Circular No. IRD/2/80 of Industrial Relations Department dated 28-10-1980 providing for the norms in the determination of wages for part-time sweepers.

5. Points for consideration are:

- (i) Whether the refusal to pay half wages to the workman from 01-10-1981 is legal, fair and justified?

- (ii) To what relief the concerned workman is entitled?

Points No. (i) & (ii)

6. Going by the affidavit of the Respondent read with the Circular it is brought home that under the norms the petitioner/workman is not entitled to the claim for half scale wages w.e.f. 01-10-1981 since her entitlement for the same arises only w.e.f. 01-10-2003 on which date she was put to sweep additional area. That, despite the circular and the denial of the Respondent she is entitled to the claim is not proved by the Petitioner Union which has not entered appearance to prosecute the claim and has been absent and set ex-parte. The petitioner is therefore not entitled to the relief as claimed.

7. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 13th May, 2010).

A.N. JANARDANAN, Presiding Officer

Witnesses Examined:-

For the I Party/Petitioner	:	None
For the II Party/Respondent	:	None

Documents Marked:

On the Petitioner's side

Ex No.	Date	Description
		Nil

On the Management's side

Ex No.	Date	Description
		Nil

नई दिल्ली, 24 मई, 2010

का.आ. 1543.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 131/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-05-2010 को प्राप्त हुआ था।

[सं. एल-12012/37/2003-आई आर(बी-1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 24th May, 2010

S.O. 1543.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 131/2003) of the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workman, received by the Central Government on 24-05-2010.

[No. L-12012/37/2003-IR(B-I)]

SURENDRA SINGH, Desk Officer

ANNEXURE**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT—I
CHANDIGARH.****Case No. I.D. 131/2003**The General Secretary, State Bank of India Staff Congress
(Registered), 3030/1, Sector-44-D, Chandigarh-160017.

... Applicant

Versus

State Bank of India, The Asst. General Manager, State Bank
of India, Region-2, Zonal Office, Haryana, Sector-8/C,
Chandigarh.

... Respondent

APPEARENCES

For the workman : Sh. Raj Kaushik

For the management: Sh. V.K. Sharma

AWARD

Passed on 14-5-2010

Government of India vide notification no L-12012/37/2003 (IR (B-I), dated 6-6-2003 by exercising its power under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal :—

“Whether the action of the management of State Bank of India, Chandigarh in stopping two increment of Shri Ajit Singh, Asst. (Cash), Ellenabad Branch is justified? If not, what relief he is entitled to, and from which date?”

After receiving the reference parties were informed. Parties appeared and filed their respective pleadings. From the perusal of the pleading of the parties, it is evidently clear that main grievances of the workman is regarding the quantum of punishment afforded by the disciplinary authority. From the perusal of the pleadings and evidence of parties, it is also clear that workman has admitted the charge in part at every stage. The charge on the workman was that he has withdrawn an amount of Rs. 6,000 from his saving bank account on 27-3-2000 knowing it that there was no sufficient credit balance in his account. This charge has been admitted in his reply to the charge sheet in part, before the enquiry officer and even before this Tribunal. The only contention of the workman is that he has withdrawn this amount on the expectation that amount of his salary for the month of March has been credited to his saving bank account. This Tribunal has to answer whether the workman has deliberately withdraw the amount knowing it that he was not having sufficient credit balance in his account or it was a bonafide mistake.

There is a hair line difference between the negligent act for withdrawing an amount of Rs. 6,000 from his saving bank account knowing it that there was no credit balance and a bonafide mistake.

No man is infallible. Committing mistake is inherent in every man. If the mistake is committed in ordinary course of nature, it will not be the misconduct. But if it was done knowingly that it will violate any rules of the department and it will be prejudicial to the interest of the bank, it will be treated as negligence. I have gone through the entire materials on record. The workman has admitted that he has withdrawn an amount of Rs. 6,000 from his saving bank account but he has not admitted to withdraw the same negligently. He has contended at every stage of the proceedings whether before the enquiry officer or the disciplinary authority or even before this Tribunal that he has withdrawn the amount with bonafide intention that his salary for the month of March 2000 has been credited to his saving bank account. The parameters of committing any act bonafide is whether a man of prudent will do an act in the ordinary course of nature as the workman has done? Meaning thereby, in the similar circumstances, if a man of prudent will do the same work under the same circumstances in which the workman has done, it will be treated as a bonafide mistake and not the negligence. As stated earlier, that committing mistake is inherent in every man. It cannot be believed and even think or imagine a man who has not committed any error or mistake. That is the reason, committing mistake is protected under Article 21 of the Constitution as right to life and personal liberty. Liberty, equality and freedom are of no worth, if it does not contains and includes the right of committing mistake. If the committing mistake is the inherent in every human being, how the right to commit bonafide mistake can be taken away from the workman.

This Tribunal has to ensure whether the workman has deliberately withdraws the amount or has bonafidely taken the amount from the saving bank account. This Tribunal during evidence of the management asked certain questions to the witness of the management. Shri Sunil Kumar Sharma was cross-examined by learned counsel for the workman and by this Tribunal on 9-7-09. He has stated in his statement that salaries is giving to every workman in between 20th to 25th of every month. Meaning thereby, the salaries of every officer and employees working in the bank is credited to their saving bank account in between 20th to 25th of the month. Thus, it is the practice prevailing in the bank that salary is credited to the account of the workman in between 20th to 25th of the month. If in special circumstances delay is caused and this delay has no nexus with the act and conduct of the workman, the workman cannot be punished for it. The workman has withdrawn the amount on 27th with expectation that the salary amount has been credited to his account. It is the act of the workman which is similar to the work done by a man of prudent in the similar circumstances under ordinary course of the nature. Accordingly, the act of the workman was a mere mistake, a bonafide mistake and not the negligence.

Moreover, the workman has right to get the salary for which he has worked. Up to 27th March, he has worked for 27 days and he has withdrawn Rs. 6,000 with the expectation that salary has been credited to his account. It cannot be said to be a misconduct because his salary was due. If the proportion of salary up to 27th is calculated, it will be more than Rs. 6,000. I am unable to understand how it is misconduct. Thus, the part of the enquiry report treating the act of the workman as misconduct is quashed. The punishment awarded to the workman is also quashed. It was a bonafide mistake committed by the workman under the compelling circumstances. The management is directed to restore the two increment with all consequential benefits within one month from the date of publication of award. The industrial dispute and the reference is accordingly answered. Let appropriate Government be approached for publication of award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer.

नई दिल्ली, 24 मई, 2010

का.आ. 1544.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 179/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-2010 को प्राप्त हुआ था।

[सं. एल-12012/170/2003-आई आर(बी-1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 24th May, 2010

S.O. 1544.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 179/2003) of the Central Government Industrial Tribunal/Labour Court-1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the management of State Bank of Patiala and their workman, which was received by the Central Government on 24-5-2010.

[No. L-12012/170/2003-IR (B-I)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRIGYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT 1,
CHANDIGARH.**

Case No. I.D. 179/2003

Shri Jai Pal, S/o Shri Narata Ram, R/o 1679, Village Naya Gaon, Adarsh Nagar, Tehsil-Kharar, Distt. Ropar.

...Applicant

Versus

The Managing Director, State Bank of Patiala, Region-II, Haryana, Sector-5, Panchkula (Haryana).

...Respondent

APPEARENCES

For the workman : Sh. R.K. Chaudhary

For the management: Sh. N.K. Zakhmi

AWARD

Passed on 14-5-2010

Government of India vide notification no L-12012/170/2003/IR (B-I), dated 30-10-2003 by exercising its power under section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal :—

“Whether the action of the management of State Bank of Patiala, Panchkula in terminating the services of Shri Jai Pal, Ex-Sweeper cum Peon w.e.f. 9-2-2002 without complying with the provisions of Sections 25-F, G & H is just and legal? If not, what relief the workman is entitled and from which date?”

After receiving the reference parties were informed. Parties appeared and filed their respective pleadings. On perusal of the pleadings of the workman, it is evidently clear that workman has claimed to work directly with the management from 1994 to February 2002. It is contended by the workman that he was engaged directly by the management as sweeper-cum-peon and has worked regularly up to February 2002. He has completed 240 days of work in the preceding year from the date of his termination. No notice or one month wages in lieu of notice and lawful terminal dues (retrenchment compensation) were given to the workman before terminating his services. Juniors to him were retained in the services, whereas, his services were terminated. It is also contended by the workman that after the termination of his services new hands were engaged. On the basis of the above facts, the workman has requested for an order setting aside the termination order and for consequential order reinstating his services with all benefits.

The management appeared and contended the claim of the workman by filing written statement. Number of written objection was raised by the management. The first objection raised by the management is that there is no privity of contract between the management and the workman. Services of the workman were taken on contract and there was no employer and employee relationship between the two. Another objections taken by the management is that the workman was not appointed as per the rules prevailing in the department. It was a back door entry without complying with the rules. The third objection raised by the management is that workman was engaged for a fixed period. He was given and assigned a particular work for a particular period for which he was paid the fixed wages.

On merits the management has nowhere denied for completion of 240 days of work in the preceding year from the date of his termination. In para No. 3 of reply on merits at page no. 6 it is only mentioned by the management that

workman had only worked from 31-12-01 to 06-01-2002 and 27-01-2002 to 03-02-2002. For rest of the period as claimed by the workman the management is silent. It is further more contended by management that workman was not on the pay rolls of the management so he was estopped to pray for the protection of his right under the provisions of the Act.

Parties were afforded the opportunity for adducing evidence. Workman Jaipal filed his affidavit and he was cross-examined by learned counsel for the management. On the other hand one Shri A.K. Goyal Branch Manager, State Bank of Patiala, Sector-6, filed his affidavit and he was cross-examined by learned counsel for the workman. Documentary evidence was also filed which was marked as exhibits and is very well on the record. Original documents filed by the management were kept in seal cover which was opened by me at the time of preparation of this file for award.

I have heard the parties at length and perused the entire materials on record.

On perusal of the entire materials on record, it is evident that the management has nowhere denied in express terms that workman has not completed 240 days of work in the preceding year from the date of his termination. This act of the management dilute the burden of the workman to prove the said contention. The management has only stated that workman has worked only from 30-12-01 to 06-01-2002 and thereafter 27-01-2002 to 03-02-02. The management has taken so many preliminary objections I am taking these preliminary objections one by one.

Regarding the privity of contract between management and the workman, I am of the view that there was a privity of contract between the two. The employer and employee relationship between the workman and the management have been dealt with by Hon'ble the Apex Court in GM, ONGC, Shilcher versus ONGC Contractual Workers Union, 2008 (LLR) 801, Supreme Court Cases. If the ratio of ONGC Shilcher's case (supra) in which Hon'ble the Apex Court has also relied upon the law laid down by Hon'ble the Apex Court in another pronouncement namely Steel Authority of India Limited and others versus National Union Water Workers and others AIR 2001 Supreme Court 3527 (1) is applied to this case, the workman has to prove the following facts for establishing the direct employer and employee relationship between the workman and management:-

- (1) That there was a master and servant relationship between the two.
- (2) The workman was engaged directly by the management.
- (3) The workman has worked under the administrative control of the management.
- (4) That workman was paid wages directly by the management.

The management has shown that the workman was working on contract. There is no iota of evidence on record to prove that there was any contractor in between the two persons or there was any contract entered into oral or

documentary between the management and the workman. In absentia of any contractor and the contract, as stated earlier, workman shall be deemed to be directly engaged by the management. The documents filed by the workman proved that he was directly engaged by the management. The difference is regarding the payment of wages. The workman has stated that he was getting Rs. 1,500 per month. On the other hand, the management has stated that the contractual amount in lieu of the work done by the workman was given to him by vouchers at the rate of Rs. 50 per day. In my view both of the statements are correct. If Rs. 50 per day as the daily wages were given to the workman, it come to the tune of Rs. 1,500 per month. The documents on record particularly Ex. W2 proves that he was directly engaged by the management. W2 is the certificate issued by Manager, State Bank of Patiala, Inter Branch Reconciliation Cell, Chandigarh Sector-17, on 09-10-1996. In this certificate it has been stated by the management that Shri Jaipal S/o Shri Narinder Pal worked with the bank from July 1995 to August 1996 as Sweeper. Thereafter, he has been transferred to Mohali Branch. Ex. W3 is the addresses and Telephone nos. of the Staff Region—II, Haryana, Panchkula. The name of Shri Jaipal figured at serial no 22. In W3 he is shown as PT-W and his address is shown as 1679, Naya Gaon. This is a typed document and certainly cannot be said to be fabricated by the workman. Ex. 4 and 5 are the applications written to the bank by the workman on different dates and Ex. W6/3 is the copies of the letter of employment exchange regarding sponsoring the name of Jaipal to the department. W 7 is the letter of the bank written by the Manager to the Assistant General Manager regarding the appointment of part time sweeper on 1/3rd salaries and wages regarding Shri Jaipal exhibits. W9 (1) to W9 (10) are the receiving of wages of the workman. Sometimes the wages were received by cheque and sometime in cash. Ex. W11 to Z/1 are the original copies of the peon book. In some of the documents name of Jaipal figured for discharging some other work then sweeping. The management has also filed the other part of the peon book in which the name of the Jaipal did not figured in the document filed by the management. The signature of the Jaipal at the documents figured but it cannot be relied upon by this Tribunal because there is a possibility of making the signature thereafter, the cumulative effect of the documents is that Shri Jaipal was directly, working with the management. He was paid the wages by the management directly and not through any intermediary. The documents filed by the workman also proves that he was directly under the administrative control of the management. Thus, the contention of the management that there was no employer and employee relationship between the workman and the management cannot be relied upon. The workman was very well directly engaged by the management. He was under the administrative control of the management and was paid wages by the management.

The second preliminary objection taken by the management is that he was not the regular employee. He was not appointed as per the rules of the department and

accordingly was not on the pay roll of the department, and cannot claim any benefit under the provisions of the Act. The provisions of the Act are applicable even on the casual and the daily waged workers. If a daily waged workers has been engaged by the management, then there are certain rights protected under the provisions of the Act. It is true that preference should be given by the management for regular appointments as per rule. But if for exigency of the work, any casual worker or daily waged worker is appointed, it cannot be said that he is not entitled for protection of any right because he was not regularly appointed. His rights are very well protected under the provisions of the Act. In such a case, it become immaterial what was the nature of the initial appointment. If the management has taken work regularly from the daily waged worker, the management is bound to comply the provisions of the Act.

The provisions of the Act does not bar the termination or retrenchment of a daily waged worker. The act regulates the termination. If the services of a daily waged worker are no more required the same can be terminated as per the provisions of the Act. If it is not done, the termination will be illegal and void abinitio.

The Industrial Disputes Act protects one more right. If after the termination of the services of daily waged workers, services of a daily waged worker are required, the preference shall be given to the retrenches. The workman has mentioned the name of certain persons to whom the management has engaged after the termination of his services. The witness of the management has only stated that he has no knowledge whether the persons named by the workman were juniors to him. Thus, the contention of the management that protection of law is not available to the workman because he was a daily waged worker is not acceptable.

Now the question arise what will be the cumulative effect for violation of provisions of Section 25 F and H of the Act. On perusal of the materials on record, it is prove that workman has completed 240 days of work in the preceding year from the date of his termination. As stated earlier, the management has not denied this fact but has only stated that workman has worked from 30-12-01 to 6-01-02 and thereafter 27-01-2002 to 3-02-2002. But the certificates issues by the management and the other documents falsified this contention. Thus, the material on record absolutely prove that workman has completed 240 days of work in the preceding year from the date of his termination. It is also admitted case that no notice was given or one month wages in lieu of notice were paid no retrenchment compensation was paid to the workman before termination of his services. This leads the termination of the workman void and illegal. On the other hand, the management is also guilty of violation of Section 25 H. The workman named Smt. Kamlesh, Kamla and Birbal as his juniors which are working in the bank. The management admitted that the above persons are working but shown the ignorance whether they were juniors to the workman.

Where the management is required to give the details, showing the ignorance is equivalent to his speech. *Res ipsa loquitor* means the circumstances speaks itself. And the circumstances tell that all the three persons were juniors to the workman. Thus, the management is also guilty of violation of Section 25 H as the services of the workman were arbitrarily terminated without ensuring the principle of last come last go. Thus, the termination of the workman on both of the accounts is void and illegal.

When the termination of the workman is declared to be void and illegal, there are two possible remedies available. The first remedy is the reinstatement of the workman into the services and another remedy is the payment of reasonable compensation. It is the settled principle of service jurisprudence that priority should be given for reinstatement of the workman. It is also true that reinstatement should not be casual but in case of violation of Section 25H of the Act, the only remedy for this Tribunal remains the order for reinstatement of the workman.

The workman in his statement of claim has also stated that he was not paid the wages of two month meaning thereby December 2001, January, 2002 and 10 days of February, 2002. No doubt, this is not mentioned in the reference referred by the Central Government but this issue is collateral with the main issue and can be dealt with by the Tribunal. The workman has specifically adduced his evidence that he was not paid the wages for December 2001, January 2002 and from 1 to 10 February 2002. The witness of the management once again shown his ignorance whether the payment for this peroid was made good? It is not the contention of the witness of the management that workman has not worked for this peroid. It is only stated by the witness of the management that he is having no knowledge that the workman was not paid the wages of two and half months. Documents regarding the payment are always lying with the bank but to same failed to prove that the wages were paid to the workman for the peroid in question. Hence, the workman is entitled for the wages of two months and 10 days on the prevailing rates during the peroid in question.

On the basis of the above observation, I am of the view that the reference referred by the Central Government is allowed. Workman was illegally terminated from the services. He was not also paid the wages for two months and 10 days which has been claimed by him in this reference.

The management is accordingly directed to reinstate the services of the workman within one month from the date of publication of award along with other consequential benefits. The management is further directed to pay the workman wages for two months and 10 days at the prevailing rate during the peroid in question. Let appropriate Government be approached for publication of award and file be consigned to record room. The management is at liberty to obtain all the original documents placed on record.

G. K. SHARMA, Presiding Officer

The challenge is against the illegal termination of service of the petitioner orally without notice and complying with Section-25F of the ID Act. The petitioner with qualification upto SSLC engaged from 01-09-2001 under the Second Respondent initially as a Water Boy and later as Temporary Messenger but has been doing the work of Messenger by reporting for duty everyday at 08.30 AM till 10.00 AM working as Water Boy and thereafter as Messenger had been working everyday till 09.00 PM. He was initially paid at Rs. 50 per day thereafter weekly and finally on monthly basis. At the time of termination Rs. 100 was the daily rate paid monthly. The payment was made in petty cash by taking signature in voucher and occasionally by cheque also. The petitioner worked continuously from 01-09-2001 without break. During 08-10-2001 to 02-10-2002 his wages were paid under the fictitious name Muthu against which petitioner's name Sekar was written in bracket, contrived by the Management to evade law and to create false document to deny legitimate benents to the petitioner. During the period the petitioner also worked under name Muthu as wished by the Management. The petitioner worked for more than 480 days continuously within 24 calendar months but he was not made permanent against Section-3 of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workman Act), 1981. He had also worked for more than 240 days within 12 calendar months prior to his termination on 30-03-2005. His work was not different from the work done by the permanent messenger. He was being kept in temporary status in unfair labour practice. He is now without employment. Bank rules do not disclose any particular method of recruitment of Sub-Staff. They were initially appointed on daily wage basis and were later being regularized in service. If petitioner had been engaged by the Bank contrary to their own rules and regulations, it is to blame itself and cannot take advantage of its illegal act to deny employment to the petitioner. Bank cannot be heard to say that no appointment order has been issued to the petitioner. It is by the bank that his name was written as Muthu in the register. The petitioner under the mercy of the Respondent for an employment had to sign as dictated. Before Conciliation Officer, Bank stated that the petitioner is to be prosecuted for tampering of name. Officers of the bank were working overtime till 9.00 PM

everyday. The petitioner worked to assist them without overtime wages. The Respondent had assured to regularize the service of the petitioner. The petitioner is deemed to be a permanent employee under Section-3 of the Tamil Nadu Industrial Establishment Act, 1981. Uma Devi's case has no application to him. Cases of similar employees were allowed passing award to reinstate them. Hence the claim.

4. The Counter Statement contentions briefly read as follows:

The petitioner was doing independent binding job which was paid for. Thereafter he was engaged for cleaning on daily wages from 08.00 AM to 10.00 A.M., occasionally as Water Boy and not for full-time at any time. It was purely temporary due to exigencies of work. It was not against sanctioned or permanent post. He never worked continuously for 240 days in 12 calendar months or for 480 days in 24 calendar months. No Appointment Order was issued. He had not to sign Attendance Register. He was engaged not following the regular procedure for appointment in bank. For his binding he ran into heavy loan from the Tambaram Branch which he was asked to regularize and repay at which out of being aggrieved ID is raised. The petitioner was only disengaged. It is not retrenchment. From 17-11-1987 a settlement was entered into for conferment of permanent status in 1987 to 1991 vacancies after holding interview and on the basis panel was prepared valid upto December 1991. Settlements were made again and again and the last was dated 30-07-2006. Agreeing to keep alive the panel upto March 1997, it was specifically agreed to make no temporary appointment in subordinate cadre hereafter. The bank had also VRS Scheme for all employees for downsizing the staff. It is denied that he petitioner worked till 09.00 PM. It is denied that wages were paid to him under the fictitious name Muthu. It is denied that anything was done to evade law or to deny benefits to the petitioner. Provisions of Tamil Nadu Industrial Establishments Act, 1981 are not applicable to State Bank of India. There was no unfair trade practice against the petitioner. There are rules for appointment of Sub-Staff to be followed by the bank. The claim is only to be dismissed.

5. The contentions in the Reply Statement in a nutshell are as follows:

The Respondent is an establishment defined under section 2(6) of Tamil Nadu Shops and Establishments Act. Provisions of Tamil Nadu Industrial Establishments (Conferment of Permanent Status to Workmen) Act, 1981 will apply to the Respondent. Exemption granted under the Tamil Nadu Shops and Establishments Act, in Section-1(c) will not apply to the Respondent for exemption under the Act. The settlement under Section-18(1) of the ID Act will not bind the petitioner as he is not a signatory to the same.

ID The evidence consists of the testimony of WW1 and Ex.W1 to Ex.W5 on the side of the petitioner. On the side of the Respondent MW1 and MW2 were examined and Ex.M1 to Ex.M13 were marked.

7. The points for consideration are:

(i) Whether the termination of the service is legal and justified?

(ii) To what relief the concerned workman is entitled?

Points (i) & (ii)

8. The learned counsel for the petitioner contended that the petitioner who had been continuously working as Casual Labourer during 2001-2005 was discharged in violation of Section-25F of the ID Act. He was being made to work in a different name of Muthu instead of his own name Sekar in order to deny him statutory benefits. He worked for 240 days in 12 calendar months and 480 days in 24 calendar months. Admittedly no notice, notice pay in lieu of notice or retrenchment compensation has been given to him prior to his disengagement. The vouchers on the basis of which salary was paid to the petitioner containing the signature of the petitioner amply vouchsafe the fact that he has been working continuously for not less than 240 days within a period of 12 calendar months and 480 days within a period of 24 calendar months. By reason of his having worked continuously for 480 days he has acquired permanency by deeming provision of Tamilnadu Industrial Establishments (Conferment of Permanent Status) Act, 1981. Due to non-compliance of the provision under Section-25F of the ID Act the discharge of the petitioner is void-abinitio. He is to be reinstated with full backwages and all attendant benefits. He further contended that similarly situated employees have admittedly been regularized by the Management. Those persons were not sponsored through the Employment Exchange. He relied on the decision of the Apex Court in RAMESH KUMAR VS. STATE OF HARYANA (2010-1-SCC-L&S-420) wherein it is held that "in addition to the factual conclusion by the Labour Court, namely, continuance for a period of 240 days in a calendar year preceding his termination, the appellant has also placed relevant materials to show that persons similarly situated have already been reinstated and their services have been regularized. It is his grievance that the appellant alone has been meted out with hostile discrimination by the Department. He also highlighted that in respect of some of the workmen who were appointed and terminated, after similar awards passed by the Labour Court, the management did not challenge the same before the High Court by filing writ petitions. He also pointed out that in some cases where a challenge was made before the High Court by filing writ petitions however, after dismissal of the writ petitions those persons were reinstated. In fact, according to the appellant some of them were even regularized".

9. Another decision relied on by the learned counsel for the petitioner is of the Apex Court in DIVISIONAL MANAGER, NEW INDIA ASSURANCE CO. LTD. VS. A. SANKARLINGAM (2009-11 SCC-L&S) it was held that

"Sections-2(s) and Section-25(B) of the Industrial Disputes Act were not restricted in applicability to only fulltime employees as the definition took within their ambit even part-time employees".

10. Arguments on behalf of the Respondents are that the petitioner has not worked for 240 days and that even if he has worked for 240 days he cannot be regularized which if done would be against the scheme and norms of the recruitment and the recruitment procedure. Section-25(F) is not applicable to the petitioner. The learned counsel for the Respondents further argued that merely on the vouchers a claim cannot be founded in favour of the petitioner. It cannot be found that the petitioner has worked for outright 240 days in 12 calendar months. It is not actually proved that he worked for 240 days in 12 calendar months. In his loan application, Ex. M1 he has described himself as in not-employed status. The learned counsel relied on the very same decision of the Supreme Court in RAMESH KUMAR VS. STATE OF HARYANA (2010-1-SCC-L&S-420) relevant portion of which reads as follows "though, it was contended that the initial appointment of the appellant was contrary to the recruitment rules and constitutional scheme of employment, admittedly the said objection was not raised by the Department either before the Labour Court or before the High Court at the first instance. It was only for the first time that they raised the said issue before the High Court when the matter was remitted to it that too the same was raised only during the arguments. In such circumstances, the High Court ought not to have interfered with the factual finding rendered by the Labour Court and in view of the different treatment to other similarly placed workmen the Department ought not to have challenged the order of the Labour Court. In addition to the above infirmities, the appellant has also pointed out that one Gurbax Singh who was engaged subsequent to the appellant on casual basis has challenged his termination order, which was quashed by the Labour Court interestingly the Department did not challenge the award of the Labour Court by filing writ petition. It was also highlighted by the appellant that on the basis of the award, Gurbax Singh was not only taken back in service but his services were regularized w.e.f. 01-07-2004." It was further argued based on the above that the ratio of the decision relied on by the petitioner's counsel is not applicable to the case on hand by pointing out that the benefit of an appointment contrary to the recruitment rules and constitutional scheme rendering the same irregular and illegal cannot be appointments to be discharged or disengaged under Section-25(F) of the ID Act. In other words in order to attract the application of Section-25(F) of the ID Act the appointment should from the very inception be a legal and proper one made in accordance with the constitutional scheme and norms and rules of recruitment and procedure and made by authorities competent to make the appointment. He relied on a decision of the Apex Court in HIMANSHU KUMAR VIDYARTHI VS. STATE OF BIHAR (1997-4-SCC-391) wherein it was

held that "every department of the Government cannot be treated to be industry. When appointments are regulated by the statutory rules, the concept of industry to that extent stands excluded. The petitioners were not on appointment to the posts in accordance with the rules but were engaged on the basis of need of the work. They were temporary employees working on daily wages. Their disengagement from service cannot be construed to be a retrenchment under the Industrial Disputes Act. The concept of retrenchment therefore cannot be stretched to such an extent as to cover these employees. Since the petitioners are only daily-wage employees and have no right to the posts, their disengagement is not arbitrary". In another decision relied on by the Respondent in GHAZIABAD DEVELOPMENT AUTHORITY AND ANOTHER Vs. ASHOK KUMAR AND ANOTHER (2008-4-SCC261) it was held that "statutory authorities are obligated to make recruitments only upon compliance with Arts. 14 and 16 - Any appointment in violation of the said constitutional scheme as also the statutory recruitment rules, if any, would be void". The learned counsel pointed out that the appointment given to the petitioner which is not in terms of the regular norms of recruitment, rules and consistent with constitutional scheme and not made by the competent authorities cannot confer him any benefit by virtue of his having continuously worked for 240 days in 12 calendar months since such appointments are apt to be bad and bad in law. Evidently no appointment order has been given to the petitioner. If at all any order is given to him for the legal employment of a casual nature whether as part-time or as full-time unless it emanates from the competent authority authorized to make the appointment it is invalid.

11. The learned counsel for the petitioner further pointed out the factum of MW2 having admitted that the petitioner had worked continuously from 01-09-2001 to 30-03-2005. The same has not been controverted by the Respondent. He would further add that the concept of unfair labour practice is attracted in the given facts of the case and application of dictum in Uma Devi's case for the same reason, inter-alia, is therefore detracted. It is also in evidence that similarly placed workmen not with initial appointment through Employment Exchange has been regularized and the discriminatory treatment of the Respondent/Management towards the petitioner is to be deprecated. He further contended that the reference in Ex.M5 as "Unemployed" status of the petitioner is not to be given a connotation that he is not employed at all. Since he is employed only on a daily wage basis which by then in the absence of any declaration under force of law has not had blossomed into an employment in the full meaning of the term the description as "unemployed" same is not to be reckoned as material. He further pointed out that the benefit of Section-3 of the Tamilnadu Industrial Establishment (Conferment of Permanent Status to Workman) Act, 1981 enures to the benefit of the petitioner. Further according to him, the practice of candidates being

sponsored through the Employment Exchange is not relevant in the case of recruitment of Class-IV employees like the petitioner.

12. The admitted engagement of the petitioner as a Casual Workman is proved to have been for not less than a period of 240 days within a period of 12 calendar months and not less than a period of 480 days within a period of 24 calendar months. It is not shown that the benefit of deemed permanency does not enure to the petitioner. Here is an engagement admittedly performed by the petitioner. To characterize the same as illegal or that the same is from an incompetent authority the burden prove it is upon the Respondent/Management. An appointment which is perse illegal cannot be said to have been made at all. If at all some flaw is attached to it for any reason in as much as the same has been proved made on exigencies of work in the establishment without following any recruitment rules or norms or procedure which arrangement is permitted during exigencies the same may not yet be illegal but may be irregular which is normally set right by the process of regularization as held by the Apex Court in Uma Devi's case. Here the question is whether the retrenchment of the petitioner is bad in law. It is proved that there was no compliance of Section-25F of the ID Act. The admitted engagement of petitioner also for cleaning, work of a perennial nature indicates that he was engaged not only during exigencies of work. Once it is proved that the petitioner has worked for such a period entitling him to certain statutory benefits the same cannot be denied to him. If for any reason the engagement of petitioner was not under the authority of any competent official it is for the Management to prove that, which is not done. Engagement of casuals is not totally unknown for which observance of the whole of the recruitment norms and procedure is very often admittedly not followed. It is in such contexts that such engagements are given status of perpetuity by the process of regularization in deserving cases properly made out and identified. Such stray instances cannot be held out to be totally against the constitutional scheme or the recruitment rules. Such regularization when becoming statutorily emerging out of legal situations it needs to be complied with implicitly. Therefore, the termination of the petitioner is liable to be set aside. Resultantly, the petitioner is ordered to be reinstated into service forthwith with full backwages, continuity of service and all attendant benefits.

13. After his reinstatement into service the Management is directed to take up the question of his regularization into service and pass orders in his favour so that he is not deprived of fair and equal treatment with that of his counterparts who have been regularized in service.

14. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 17th May, 2010).

A. N. JANARDHANAN, Presiding Officer

Witnesses Examined:

For the I Party/Petitioner	WW1, Sri D.L. Sekar
For the II Party/Respondent	MW1, Sri C. Mariappan MW2, Sri E.S. Chandrasekaran

Documents Marked:

On the Petitioner's side

Ex.No.	Date	Description
Ex.W1	21-02-1998	Record Room Register to 28-03-2005
Ex.W2	01-09-2001	Petty Cash Book
Ex.W3	31-08-2001	Xerox Taking Register
Ex.W4	-	Petty Cash Voucher
Ex.W5	-	Wages paid by cheque

On the Management's side

Ex.No.	Date	Description
Ex.M1	01-08-2002	Application for loan for petitioner for loan under PMRY Scheme.
Ex.M2	04-11-2004	Application for small business finance by petitioner and sanction by branch.
Ex.M3	26-10-2004	Letter of Department of Industries and Commerce forwarding application for loan to Respondent Bank.
Ex.M4	-	Certificate of Entrepreneurship Development Institute issued to petitioner.
Ex.M5	19-12-2002	Affidavit of D.L. Sekar
Ex.M6	07-11-1984	Circular letter of the Central Office
Ex.M7	17-11-1987	Settlement between SBI and All India State Bank of India Staff Federation.
Ex.M8	16-07-1988	Settlement between SBI and All India State Bank of India Staff Federation.
Ex.M9	27-10-1988	Settlement between SBI and All India State Bank of India Staff Federation.
Ex.M10	09-01-1991	Settlement between SBI and All India State Bank of India Staff Federation.
Ex.M11	09-06-1995	Minutes of the Conciliation Proceedings.
Ex.M12	30-07-1996	Settlement.
Ex.M13	02-01-2001	SBI VRS.

नई दिल्ली, 24 मई, 2010

का.आ. 1546.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ राजस्थान के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 83/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-2010 को प्राप्त हुआ था।

[सं. एल-12012/230/97-आईआर(बी-1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 24th May, 2010

S.O. 1546.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 83/98) of Industrial Tribunal-cum-Labour Court-I, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Bank of Rajasthan and their workmen, which was received by the Central Government on 24-5-2010.

[No. L-12012/230/97-IR(B-I)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH.**

Case I. D No.- 83/98

Shri Banwari Lal, S/o Shri Chaman Ram, Quarter No. 17,
Line No. 77, Colony No.5 Loco Shed, Ludhiana.

... Applicant

Versus.

The Manager, Bank of Rajasthan Ltd., G.T. Road, Miller
Ganj, Ludhiana.

... Respondent

APPEARANCES

For the Workman: Shri N.K.Nagar.

For the Management Shri Vikas Mohan Gupta.

AWARD

Passed on: 13-5-2010

Government of India vide notification no. L-120 12/230/97 -IR(B-I), dated 29-4-97 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal:

“Whether the action of the management of Bank of Rajasthan Ltd. in termination of services of Shri Banwari Lal w.e.f. 28-10-95 is illegal or

justified? If not to what relief to the concerned workman entitled to from what date?”

After receiving the reference parties were informed. Parties appeared and filed their respective pleadings. On perusal of the pleadings of the parties, it is evident that case of the workman is regarding his illegal termination from the services. As per workman, he was appointed as Peon on 4-5-90 with the respondent bank and he has worked as such up to 28-10-95. He served for 5 and half years continuously. Without any notice or one month wages in lieu of notice and without payment of retrenchment compensation, his services were terminated. Few persons namely Shri Neeraj Kumar Viz., Shri Gian Chand were employed by the bank in the same capacity after his termination. The workman has prayed for an order setting aside his termination order on the ground that act of the management was in contravention of the provisions contained in Section 25 G & H of the Act. The workman has further prayed for consequential order reinstating him into the services along with all consequential benefits.

The management appeared and totally denied the master-servant relationship. As per the pleadings of the management, the workman has never employed by the bank as a peon or in any other capacity.

Parties were afforded the opportunity for adducing evidence. The workman has filed his affidavit and he was cross-examined by learned counsel for the management on 23-11-2009. Likewise, Shri Parminder Pal Singh Bhatia has filed his affidavit for and he was cross-examined by learned counsel for the workman on 27-11-2009. Parties were afforded the opportunity for arguments. Management preferred to file the written arguments.

During proceedings of this case workman has moved an application dated 7-8-2004 regarding summoning of records mentioned in the application. Management was directed to file the records. The management has only filed the record relating to the permanent employees of the bank posted in the branch in question. It was the case of the workman that he was paid daily wages through vouchers. The management has stated denied that name of the workman Shri Banwari Lal did not figure in any of the documents relating to the salaries of the employees of the bank relating to the branch in question. Considering the nature of the dispute, the management was directed to file all the vouchers by which the payment has been made to any daily waged worker. during 1990-1995. The management has failed to file the same on the context that vouchers are in numerous and it is not possible to carry all the vouchers to the Court. Both of the parties agreed that learned counsel for the management shall visit the office of the management to see all the vouchers and vouchers relating to one Shri Banwari Lal will be sought out, if available. This order was passed on 27-11-9 on consensus of the parties. After hearing the parties and learned counsels for the parties this order was passed. Management has also agreed to bear the expenses for a

day of learned counsel which he was supposed to incur for visiting the office of the management on 12-12-09. Learned counsel for the workman has filed a detailed report regarding act of the management not permitting him to access to all the vouchers for the period in question. The report dated 22-12-09 is on record. No objections by the management bank were filed to the said report.

Surprisingly, this Tribunal has passed the order dated 27-11-09 on consensus of the parties. Both of the parties agreed that learned counsel for the workman will visit the branch of the bank in question on 12-12-09 so that he can see the vouchers lying with the bank, but his accessibility to the vouchers was denied by the bank.

The proceedings before this Tribunal runs on the basis of equity, justice and good conscious. It was the case filed in the year 1998. The various orders passed by this Tribunal makes it clear that this Tribunal was committed to disposed of this case within the time prescribed in the circular letter passed and adopted by this Tribunal. For enhancing timely justice, this Tribunal has adopted number of circular letters to clear the back log. This Tribunal successfully cleared the back log. This was the case which is almost 11 years old and was still pending adjudication before this Tribunal. That is the reason by passing various orders this Tribunal tried to get this case adjudicated fastly. Order dated 19-08-2008, makes it clear that management was directed to file all the documents. Few documents were filed. No documents relating to the vouchers were filed by the management. When the management was asked to file the vouchers, it requested that vouchers cannot be filed because these are in bulk and cannot be carried to the Court. No doubt, it is against the pleadings of the management. On the one hand the management has said that workman was never appointed in any capacity and there is no provision for appointing the casual or daily waged workers. On the other hand, the management has informing the Court that vouchers are in numerous which cannot be carried to the Court, whereas, documents relating to the regular employees have been filed in the Court. This statement cannot be relied upon. Instead of it, on consent of the parties order dated 27-11-09 was passed for ends of justice to prevent the killing of further time by management. The management has not honored the order dated 27-11-9 which is clear from the report of learned counsel for the workman dated 14-12-09.

On perusal of the entire materials on record, it is evidently clear that the stands taken by the management regarding non employment of Shri Banwari Lal in any capacity cannot be relied upon. The circumstances speaks themselves. The entire evidence oral and documentary if taken into consideration makes it clear that Banwari Lal has acted with the bank in some capacity. There is no reason to withhold the vouchers for the period in question prepared for the payment of wages to the daily waged

workers. The name of the workman also find figure on some of the attendance sheets filed by the management. The cross-examination of Parminder Pal Singh Bhatia, Computer Operator, Bank of Rajasthan, who has deposed on the basis of the materials on record that up to 1993 the vouchers have been destroyed and rest are in the custody of the bank. This witness has admitted that below the signatures of Gurdeep Singh who was the permanent clerk of the bank signature of the Banwari Lal find place. He has also admitted that vouchers by which the payment has been made by the bank to the daily waged workers are in the custody of the bank. As stated earlier, he admitted that up to 1993 the vouchers have been weeded out and destroyed. The administrative order regarding the destroying all the vouchers up to 1993 is on record. This makes the job of the management more easy. He was supposed to file the vouchers from 1994 to 1995. But reasons known to the bank, he failed to do so, on the wrong pretext that the vouchers are in voluminous. The bank has filed the salary register and attendance register of all the employees working in the said branch for the period in question but failed to file the vouchers desired by the workman and directed by this Tribunal for 1994-95. On the availability of the documents, on the consent of the parties, learned counsel for the workman was deputed to perused the documents and sought copies management was directed to be file in the Court. In spite of giving consent before the Court which is clear from the order dated 27-11-09, the learned counsel for the workmen was not given assess all the documents lying in the custody of the bank. The reason is very clear that the management deliberately withhold the documents and prevented the learned counsel to assess the documents for the purpose of restraining the workman for claiming any rights which accrued under the provisions of the Act.

It makes clear that workman was working with the management bank as daily waged worker. For non-supplying the copies of the documents, adverse inference shall be taken against the management. The nature of the adverse inference shall be that it shall be considered that the workman has worked with the management as daily waged worker for the period he has mentioned in his statement of claim. It is admitted by the witness of the management that one Shri Ramesh Kumar was working as temporary employee. He has denied the appointment of Gian Chand and Neeraj Viz as temporary employee but has not denied the fact that Gian Chand has filed a case against the bank for his illegal termination. He has stated that he has no knowledge about any case filed by Gian Chand against the bank for his illegal termination, whereas, the workman has provided the particulars of the case.

It makes clear that the management has terminated the services of the Banwari Lal illegally without any notice, one month wages in lieu of notice and without payment of retrenchment compensation and after the termination of

the services of the workman few persons as name by the workman were appointed for the same work. The act of the management is violative of the provisions of the Section 25 G & H as follows:

- (1) Shri Banwari Lal was working as daily waged worker with the bank and his services were terminated by the bank without notice, one month wages in lieu of notice and without retrenchment compensation.
- (2) After the termination of his services of three persons namely Ramesh Kumar, Gian chand and Neeraj Viz were appointed by the management in the same capacity.

Thus, the termination of the services of the workman was illegal and providing the work to another person without affording the opportunity to the workman also violates his right of "priority to work".

Strange the management has totally refused the engagement of Banwari Lal with bank. Tried a lot of concealing the documents lying in the custody of the bank to prove that Banwari Lal was very well working with the bank. It is the plight on highest degree of the workman by the management who is the weakest person of Indian polity and democracy regarding socio-economic conditions. In Industrial Disputes Act, the management is always in a position to prevail over the will of the workman. Documents are naturally in the custody of the bank. The poor people who has working with the management was thrown out one fine morning without bothering the provisions of the law.

The management has also pleaded that there are provisions regarding the recruitment in the bank. Management has also mentioned in written statement that in case it is found that the workman was working in the bank he has not completed 240 days. It was the duty of the workman to establish that he has worked 240 days in the preceding year from the date of his termination. The management has cited some laws (no doubt) it was not required to cite in pleadings. I have gone through the case laws filed and relied upon by the management. There is a difference in recruitment of a person against the substantial vacancy and appointing/engaging him on daily wages. A daily waged worker has no right to post and cannot claim for regularization. But the law protects certain rights of a daily waged worker. The rights are against illegal termination and priority of work, in case the service of a daily waged worker are required after lawful termination. Meaning thereby, the termination of the services of a daily waged worker is not prohibited and barred rather it is regulated by the provisions of the Act. If the management wants to terminate the service of a daily waged worker, it can do so by giving one month notice or one month wages in lieu of notice and by paying the retrenchment compensation. If it is not done, the termination will be illegal.

The workman has one more right which is protected by the provisions of the Act. If after the termination of a daily waged worker, the services are again required, the preferences shall be given to the retrenches. Both of the rights were violated by the management and to justify his illegal and unlawful Act, the management has tried to raise the issue of regularization of his services and regular appointments. The issue before the Tribunal is regarding the protection of his right to work and priority to work and not regarding the regularization of the services. These are two different concepts under Labour Laws.

So far as the another issue raised by the management in arguments is concerned it is the settled law of service jurisprudence that workman has to prove that he has completed 240 days in the preceding year from the date of his termination. The workman is at liberty to prove this issue by any mechanism under the justice, equity and good conscious. Burden of proof lies on the workman but workman is at liberty to prove the issue with his choice. Accordingly, workman opted to prove this issue by summoning the documents from the management which the management, reasons known to it, withhold and did not filed. Accordingly, adverse inference has been taken against the management and the nature of adverse inference will be that workman has completed 240 days work in the preceding year from the date of his termination. Thus, the termination of the workman was illegal.

When the termination of the workman is declared to be illegal, there are two remedies available to the workman. The first remedy is the reinstatement of the workman and another is a reasonable compensation. It is the settled principle of service jurisprudence that priority should be given for reinstatement of the workman and in exceptional circumstances he would be compensated with a reasonable compensation. It is also the divergence in the trend of service jurisprudence that reinstatement should not be causal and there should be specific circumstances for an order of reinstatement. I am of the view that where after the termination of the services of the workman without affording him the opportunity to work, other person was engaged there is no other options before the Tribunal but to order for reinstatement. It was so in this case. Accordingly, the workman is entitled for his reinstatement on the same position he was working at the time of his termination. Considering the facts and circumstances of the case and the conduct of the management, I am also of the view that he is also entitled for the protection of the back wages. Accordingly, the management is directed to comply with the order within one month from the date of the publication of the award. Let Appropriate Government be approached for publication of award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 25 मई, 2010

AWARD

का.आ. 1547.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हैवी वाटर प्लांट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ संख्या 39/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-5-2010 को प्राप्त हुआ था।

[सं. एल-42011/8/2009-आईआर(डी.यू.-I)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 25th May, 2009

S.O. 1547.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Heavy Water Plant and their workman, which was received by the Central Government on 25-5-2010.

[No. L-42012/8/2009-IR (D.U.-I)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT 1,
CHENNAI**

Tuesday, the 18th May, 2010

Present: **A. N. JANARDANAN**

Presiding Officer

INDUSTRIAL DISPUTE No. 39/2009

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Heavy Water Plant, Tuticorin and their Workmen)

BETWEEN

The General Secretary 1st Party/Petitioner Union
Heavy Water Employees
Union HWP Housing
Colony (Post)
Tuticorin - 7

Vs.

The General Manager 2nd Party/Management
Heavy Water Plant
Tuticorin - 7

APPEARANCE:

For the 1st Party/Petitioner : M/s. S.T. Varadarajulu
For the 2nd Party/Management : Mr. B. Sekar

The Central Government, Ministry of Labour vide its Order L-42011/8/2009-IR (DU) dated 05.05.2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the action of the management of Heavy Water Plant, Tuticorin, in changing Shift Rota System from 6.1, 6.2, 6.3 to 2.2.2.2 w.e.f. 19-01-2008 is legal justified? If not, to what relief the workmen are entitled to?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 39/2009 and issued notices to both sides. Both sides entered appearance through their Advocates and filed their Claim, Reply Affidavit, Additional Claim Statement, Reply to additional Claim Statement and Rejoinder as the case may be.

3. Bereft of unnecessary details the averments in the Claim Statement read as follows:

The employees under the Respondent had been on duty in the shift system of 6 days each in 1st/2nd and 3rd shifts (0600 to 1400 hrs), (1400-2200 hrs) and (2200-0600 hrs) with 1 day weekly off since from the inception of the plant in 1970s. They were also entitled to 12 Second Saturdays, 16 Public Holidays and 12 Compensatory Offs in addition to Casual Leave, Earned Leave, Half Pay Leave etc. Under notice dated 31-03-1988 intention was manifested to introduce 6 days First Shift Monday Weekly Off, 6 days Second Shift 2 days Weekly Off and 6 days Third Shift 3 days off (6-1, 6-2, 6-3 Shift Rota System). On a dispute, a settlement was arrived under Section-12(3) of the I.D. Act on 10-06-1988 of which the terms are (i) with the introduction of 6-1, 6-2 and 6-3 Shift System it was agreed to grant another 6 days additional off every year (ii) present leave/of pattern applicable to staff other than those in the round—the clock shift will continue (iii) new shift system is to be w.e.f. 15-06-1988 (iv) mutual shift change will be made subject to exigencies of work (v) other extra benefits arising out of the new shift rota system in other Heavy Water Plants under the Atomic Energy Department will be extended to Tuticorin as well. Due to the settlement the holidays in lieu of 12 Second Saturday, 16 Public Holidays, 12 Shift Relieving Time Compensatory Off were subsumed with 52 weekly offs and a total 92 days were scattered into one, two and three weekly offs. The effective rest in between 1st and 3rd shift is 56 hours, 3rd and 2nd shift is 80 hours, 2nd and 1st shift is 56 hours. The employees lost 28 days wages for working on Second Saturday, Public and Festival Holidays, Compensatory Offs in lieu of Shift Relieving Time as optional to avail any time convenient to them. Additional 6 days Special Compensatory Off was provided in the new settlement which was going on smoothly. On 19-11-2007 notice of termination of Point no. (iv) of the settlement dated 10-06-1988

was issued by the Management, which on being disputed a notice on change of service conditions was issued to the Petitioner Union. A conciliation fixed on 25-01-2008 having failed reference is occasioned. Notice of termination on Point No. (iv) is contrary to the intention and subject and is erroneous. Exception of 9(A) notice is not available to Management in the context of prevalent negotiated settlement. The terms and conditions of the settlement dated 10-06-1988 are inter-related. The reasons do not hold good. Effective rest time has been reduced to 48 hours which is after doing third shift employee attending to first shift. In other plants 6-1, 6-2 and 6-3 Shift Rota System was introduced without any negotiated settlement which is the basis for the new Shift Rota System. Change of Shift Rota System from 6-1, 6-2 and 6-3 to 6-2/6-2 is not protected by any law and refusing negotiated settlement is not in order while Tripartite Settlement is in vogue. Therefore prays for suitable orders.

4. The averments in the Reply Statement briefly read as follows:

Under the 12(3) settlement dated 10-06-1988 system, the additional 6 days Compensatory Off availed by employees in unforeseen emergencies and the system as a whole in actual practice created frequent absenteeism especially doing 3rd shift due to working 6 days continuously in night shifts again causing difficulty to the Management as these were not planned holidays. The employees of the round of the clock shift were not getting adequate rest. Thus, under a policy decision Shift Rota System already in vogue in some other unit of Department of Atomic Energy with no change in the hours of work was introduced. The operation and maintenance staff are always to remain alert on duty and to take corrective action in case of leakages of gas, spillage of hazardous chemicals or any other unusual situation. In night shift alertness was observed to be lacking prominently due to staff having to work in night shift with 90% staff having crossed 45 years of age and suffering from illness associated with night shifts with the tendency of the staff to perform 4 days of night shifts and go on leave with decline in efficiency and alertness. The new 2-2-2-2 Shift Rota System was introduced to mitigate the hardships writ filed against which was dismissed by Central Administrative Tribunal, Jodhpur. With the new system no prejudice is caused to the workmen. There is no change in the number of offs and leave. In the 2-2-2-2 Shift Rota System number of staff visiting Occupational Health Centre and number of leaves taken during night shifts have been reduced. The introduction of 2-2-2-2 system is on the basis of its effectiveness. The decision of the Ministry of Labour & Employment that alteration of shift working following the required legal provision is the prerogative of the Management and cannot be an Industrial Dispute is clear. Before the implementation of the new Shift Rota System under Section-9(A) of ID Act Management served notice

to terminate Point No. (iv), which when not being agreeable Union raised ID in which it was clarified by the Management, and represented by Union. On 25-01-2008 it was informed by the Management that Shift Rota System stands deferred. On 14-03-2008 the Management informed that the matter was reviewed for introducing the new system terminating settlement dated 10-06-1988 by notice under Section-19(2) of the ID Act. Conciliation followed which failed. Management followed the legal provision of ID Act for termination of the settlement dated 10-06-1988 and hence it is not a unilateral decision. In view of the notice the agreement does not hold good and is to be treated as ceased. No fresh settlement or replacement by another settlement under Section -12(3) is called for. The case is not fit for reference or adjudication. The claim may be dismissed.

5. In the Additional Claim Statement the further contentions in a nutshell are as follows:

After working in 3 shifts (2200-0600 hrs) there were 3 days weekly off i.e. 80 hours which is sufficient to reset the biological system of the employee and there was possibility to look after domestic work with less need to drain on leave accumulation required for encashment as a retirement benefit. The 2-2-2-2 system and 2 days work off affect the employees by spoiling the health and upsetting the mind than of the present system with frequent changes of shifts within a week. The quantum of rest is 48 hours only with a loss of 32 hours for every three shift comparatively leaving the entire day not available for personal work. The stress on the mind to attend the first shift on the following leave day second day of rest also not useful for personal work. Since both days of rest are ineffective accumulated leave is required to be availed affecting retirement benefits, with the limitation of availing accumulated leave 6 times in a year entering the fact in CR affects the career prospects. New shift system is to curtail the benefit hitherto enjoyed. There is wanton denial of right under Section-59 of the Factories Act stipulating condition of more than 48 hours work for any extra claim is nullified or diluted. Old system is valid which does not require to be changed to the prejudice of workmen in many ways and the old system has to be restored.

6. Further contention in the Reply Affidavit to the Additional Claim Statement in a nutshell is as follows:

Once the tripartite agreement is reached and implemented from 15-06-1988 following of old system does not arise. Rest period of 56 hours is sufficient time to reset the biological system of the employee and to attend to domestic work apart from availing other leave and additional Compensatory Off they are entitled to. Retirement benefits or ceiling of 6 times of leave has no adverse effect on the PRIS of the employees. New Shift System is already implemented in other units and is working smoothly.

7. In the rejoinder further contentions raised in a nutshell are as follows:

Concept of shift is with reference to the employees and not with reference to the establishment. System 6-1, 6-2, 6-3 was introduced only after tripartite agreement dated 10-06-1988 which was not made in other units. With 2-2-2-2 shift system implemented forcefully the employees in the respective units faced hardship, drained their accumulated leave. The new system is being implemented unilaterally by the Respondent. The person doing third shift (2200 hrs to 0600 hrs) will be attending second shift (1400 hrs to 2200 hrs) after availing 2 days weekly off (56 hours first) is practically not possible as the shift cycle can be made with the first shift in the 2-2-2-2 system which is a cycle. Under 6-1, 6-1, 6-1 shift system necessity of availing Earned Leave is very minimum so also in 6-1, 6-2 6-3 system there was less need to drain accumulated leave. In the new system rest hours are less and ineffective. Respondent intentionally created a situation to avoid accumulation of 300 days Earned Leave with the new system. The new system is forced to curtail the benefit. Hence the prayer to allow 6-1, 6-2, 6-3 system to be followed or to direct the Respondent for a mutual agreement to be entered for the new system i.e. 2-2-2-2 without affecting their benefits i.e. quantum of rest hours, 6 days Special Compensatory Off, no adverse effect on PRIS and MPS for availing Earned Leave hitherto enjoyed.

8. Points for consideration are:

- (i) Whether the change of Shift Rota System from 6-1, 6-2 and 6-3 to 2-2-2-2 w.e.f. 19-01-2008 is legal and justified?
- (ii) To what relief the concerned workmen are entitled?

9. The evidence consists of Ex. W1 to Ex. W13 on the petitioner's side and Ex. M1 to Ex. M16 on the Respondent's side, all marked on consent. No oral evidence was adduced on either side.

Points (i) & (ii)

10. The material contentions on behalf of the petitioner are that 2-2-2-2 Shift System was implemented forcefully creating hardship to employees in the units where it was implemented. 6-1, 6-2, 6-3 was introduced after Tripartite Agreement dated 10-06-1988 which agreement was not made in other units. Concept of shift is with reference to the employees and not with reference to the establishment. The 12 days Shift Relieving Time Compensation (SRTC) given due to extra working time between shifts for an entire year period as per 1988 settlement if restored the petitioner has no grievance. The change to the new system will affect the workman in various ways. It is also contended that it causes their accumulated Earned Leave to drain and it is not correct to contend that no adverse effect is occasioned on Performance Related Incentive Scheme (PRIS) availing

Earned Leave since as per Department of Atomic Energy dated 04-06-1999 there is a reduction in PRIS amount. The further contentions are that frequent changes of shifts within a week spoiled health upsetting the mind of employees due to restrictions in availing accumulated leave 6 times in a year and entering that fact in the ACR, affecting career prospects. It is curtailing benefits hitherto enjoyed by the employees. Section-59 Factories Act Stipulation of more than 48 hours work for extra claim is nullified thereby diluting the provision itself if not in want on denial of statutory right.

11. The contra contentions of the Respondent are that alteration of shift is prerogative of the Management under legal provision and is commonly regulated by the Management. It is in the interest of nation and it is not vindictive. The claim of 12 days shift relieving time compensatory off extended to employees coming in round the clock shift is not available for general shift employees. Petitioners are not usually asked to work for more than 48 hours unless dire need arises in which case they are compensated with payment of overtime allowance or Compensatory Off. It is argued that the petitioner's contentions are based on whims and fancies. The 12(3) settlement dated 10-06-1988 further provided for extension of any other extra benefits arising out of the introduction of new shift Rota System under. Department of Atomic Energy making it clear that the Tuticorin Heavy Water Plant is connected with Heavy Water Plants. The petitioner's version that 80 hours time is sufficient to reset the biological system of the employee is comprehensively not sufficient to override the opinion of expert Dr. Alok Vajpayee of All India Institute of Hygiene and Public Health as per which continuous night shifts lead to health problems like Sleep Deprivation, Gastric and Digestive Disorders, Cardio-Vascular Disease affecting performance who suggested a system consisting of maximum of 2 consecutive night shifts. Thus, the new system was formed and has been proved to be better and is based on the effectiveness. It is further pointed out that the Operating and Maintenance Staff have always to remain alert on duty and take corrective action in case of leakages of gas, spillage of hazardous chemicals. It is observed that in some case alertness is lacking especially in night shifts. Reviews held on root cause for the same revealed that presently more than 90% staff have crossed 45 years of age, many suffering from Back Ache, Insomnia, Hyperacidity, Diabetes, Blood Pressure etc. mostly associated with night shifts tending the staff to perform 4 days of night shift and go on leave for last 2 days of night shifts, or after 3 days of night shifts if at all working it is with decline in their efficiency and alertness. It is to obviate such problems that the new system was introduced.

12. On a consideration of the pros and cons of the contentions of either side it appears that both the systems have certain advantages while they have also evils of their

own. The question is which system is comparatively better to be preferred. It is for the definite improvements which comparatively could prevail upon the other and the system which secures those improvements when put into operation have to be chosen as the proper system to be introduced in the Shift Working System. The Management points out that expert opinion must prevail upon the relative and subjective satisfaction of the workmen. The Management has delineated the difficulties encountered by it generally in national interest which have to be removed by choosing a proper system. They have also undertaken that any extra benefits given in other units can also be made available to the unit at Tuticorin once the new system has been implemented. The case of the petitioner that it is to dilute the statutory right or usurp the terminal benefits of leave encashment that the new system is introduced is not substantiated. It is also pointed out by the Management that there is no question of violation of Section-59 of the Factories Act since no question of working beyond 48 hours arises except in exceptional circumstances in which cases they are given overtime allowance or compensatory off. According to the Management, additional 12 days Compensatory Off given to round the clock workers cannot be given to workers on general shift because they are not available to the latter. The petitioner's case is that if they are also provided with the same 12 days of Compensatory Off they have no grievance with respect to the new system. They have a demand that on this aspect there shall be an occasion for a meeting of the two parties to have a discussion and a settlement is to be reached.

13. I am of the considered view that the change of Shift Rota System from 6-1, 6-2, 6-3 to 2-2-2-2 is legal and justified. However, I direct the Management to have a mutual settlement with the association so as to see any further improvement can be made possible to make the system more labour worthy as to mitigate the further grievances manifested in the desire of petitioner in their pleadings.

14. The reference is answered accordingly

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 18th May, 2010)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :—

For the I Party/Petitioner	None
For the II Party/Respondent	None

Documents marked:

On the Petitioner's side

Ex. No.	Date	Descriptions
Ex.W1	19-10-2007	Letter sent by the petitioner union to the Respondent
Ex.W2	30-10-2007	Dispute raised by the petitioner union

Ex.W3	19-11-2007	Termination of settlement by the Respondent
Ex.W4	10-12-2007	Letter sent by the petitioner union to the Conciliation Officer
Ex.W5	10-12-2007	Letter sent by the petitioner union to the Respondent
Ex.W6	15-12-2007	Reply given by the Respondent to the letter dated 10-12-2007
Ex.W7	18-01-2008	Letter given by the Respondent deferring the change in rota system
Ex.W8	06-06-2008	Remarks submitted by the Respondent
Ex.W9	05-05-2009	Dispute referred by the Labour Ministry for adjudication
Ex.W10	25-05-2009	Copy of Performance Related Incentive Scheme
Ex.W11	04-06-2009	Copy of Performance Related Incentive Scheme
Ex.W12	07-11-2009	Circular informing restriction of Earned Leave
Ex.W13		Shift Schedule

On the Management's side

Ex. No.	Date	Description
EX.M1	-	Reply Affidavit
EX.M2	-	Memorandum of Settlement dated 10-06-1988
EX.M3	-	Paper presentation on "Health Hazard of Shift Work" by Dr- Alok Vajpayee
Ex.M4	-	Letter No. HWPT/GM/2007/9538 dated 19-11-2007
Ex.M5	=	Letter No. HWEU/GS/2007/12/015 dated 10-12-2007
Ex.M6	-	Letter No. HWPT/GM/2007/10423 dated 15-12-2007
Ex.M7	-	Letter No. 8/102/2007-AM dated 14-12-2007
Ex.M8	-	Letter No. HWPT/GM/2007/10608 dated 26-12-2007
Ex.M9	-	Letter No. 8/102/2007-AM dated 14-01-2008
Ex.M10	-	Letter No. HWPT/GM/2008/488 dated 18-01-2008
Ex.M11	-	Letter No. HWB/IRS/4(9)(1)/252 dated 14-03-2008

Ex.M12	-	Letter No. HWB/IRS/4(9)(1)/557 dated 09-06-2008
Ex.M13	-	Report of conciliation proceedings held on 08-05-2008
Ex.M14	-	Report of conciliation proceedings held on 18-09-2008
Ex.M15	-	Report of conciliation proceedings held on 25-11-2008
Ex.M16	-	Letter No. M-8/102/2007-A/M dated 31-12-2008

नई दिल्ली, 25 मई, 2010

का.आ. 1548.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, धनबाद के पंचाट (संदर्भ संख्या 242/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-5-2010 को प्राप्त हुआ था।

[सं. एल-12012/96/2000-आई आर(बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 25th May, 2010

S.O. 1548.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.242/2000) of the Central Government Industrial Tribunal-cum-Labour Court-I, Dhanbad as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Central Bank of India and their workmen, which was received by the Central Government on 25-5-2010.

[No. L-12012/96/2000-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I AT DHANBAD

PRESENT : Shri H. M. Singh, Presiding Officer

In the matter of an Industrial Dispute under Section 10 (1)(d) of the I.D. Act, 1947.

Reference No. 242 of 2000

Parties : Employers in relation to the management of Central Bank of India, Muzaffarpur and their workman.

APPEARANCES:

On behalf of the workman :	Mr. D.K. Verma, Advocate
On behalf of the employers :	Mr. R.N. Ganguly, Advocate
State : Jharkhand	Industry : Banking.

Dated, Dhanbad the 17-5-2010

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication *vide* their Order No. L-12012/96/2000-IR(B-II), dated, the 24th August, 2000.

SCHEDULE

“Whether the action of the management of Central Bank of India, Muzaffarpur in terminating the services of Shri Umesh Prashad Daily Wage Messenger Staff w.e.f. 19-1-1997 is justified? If not, what relief is he entitled to?”

2. The case of the concerned workman as disclosed in his Written Statement is that he starting working at Sitamarhi Branch of the Central Bank of India with effect from 11-3-96 as a Poen and worked continuously upto 18-1-2007 under the direct control and supervision of the Branch Manager. The management of the Bank paid him wages at the rate of Rs. 20 per day through vouchers. For depriving the concerned workman the management has not entered his name in the attendance register from proper scale and wages. It has been stated by the concerned workman that he completed 240 days and worked more than 240 days in a year. It has been alleged that when the concerned workman demanded proper scale and wages from the management, the management terminated his services without assigning any rhyme and reason in utter violation of the mandatory provisions of Section 25F of the I.D. Act., 1947.

3. It has further been stated that prior to the termination of the services of the concerned workman the management neither issued any notice nor have given him notice-pay in lieu of notice. From the management did not pay the retrenchment compensation to the concerned workman as per the provision of section 25F of the I.D. Act., 1947. The termination of the services of the concerned workman is a retrenchment. The workman side has further stated that the termination of the services of the concerned workman is illegal, unjustified and not operative. The concerned workman thereafter raised an Industrial dispute before the Assistant Labour Commissioner, (C) which ultimately resulted reference to this Tribunal for adjudication. It has been prayed on behalf of the concerned workman to pass an award holding that the termination of the services of the concerned workman is illegal and unjustified and further to direct the management to reinstate him with full back wages and other consequential benefits.

4. In the Written Statement filed on behalf of the management it has been stated that the present reference is not legally maintainable. They have further stated that they had engaged one person named Umesh Prasad at Sitamarhi Branch of Central Bank of India as daily rated

casual worker during the period from 11-3-1996 till 18-1-1997 intermittently as and when required for performing miscellaneous casual nature of jobs. The concerned workman was never employed as per the recruitment procedure of the bank and he was never issued any appointment letter on the basis of any selection made by the selection committee. They have submitted that except the daily rated casual workers, all workman proposed to be employed in a bank must be sponsored by the employment Exchange and a selection committee is required to select the eligible candidates as per recruitment rules and they are to be employed in order of merit in the selection list. No officer of the bank had been empowered to select any person arbitrarily as per his own whim and appoint him in the bank service.

5. It has been stated by the management that as the concerned person did not apply through any Employment Exchange and was not selected by any selection committee as per the provisions of recruitment rules, he was not considered as an employee of the Bank according to the provision of law. He was merely a daily rated casual worker, his engagement being for performing certain casual jobs available at a particular time. According to the condition of service, he was no longer required to be engaged after the job is finished in a particular day. The duration of his work was never fixed and he could be engaged for 2 hours on one day or 8 hours on another day according to requirement. Considering the nature of engagement he used to be paid the amount on voucher at some agreed rate on the basis of the average work required to be performed by him.

6. Management have stated further that the concerned workman used to perform jobs of bringing water and drenching Khaskhas during the summer season. He also used to perform the jobs of bringing water and putting it in the pitchers used for the purpose of drinking. Moreover, in the event of any breakdown of the water line he was required to fetch water from outside tap or from any well. Apart from the above jobs the concerned workman also used to perform the jobs of bringing stationery and other materials from the vehicle to the office or other miscellaneous jobs. The Bank Management had not sanctioned any post for carrying on such miscellaneous jobs and the Branch Manager had not been authorised to engage a casual worker.

7. It has been further submitted by the management that subsequently they stopped all such practice and allowed to make arrangement for dealing with such incidental works from amongst the workmen, sometimes on payment of extra allowance or otherwise. After such policy being taken, the Branch Manager were not permitted to engage any casual labour for performing miscellaneous nature of jobs and, as such there was no scope for allowing the concerned workman to perform such jobs further. The concerned workman being a daily rated casual worker has no right to demand for regular engagement and for whole time jobs. His services were automatically came to an end

when there no requirement. Accordingly management have submitted to pass an Award holding the termination of the concerned workman from 18-1-97 as legal bonafied and justified and that he is not entitled to any relief.

8. Both sides have filed their respective rejoinders admitting and denying the contents of some of the paras of each other's written statement.

9. workmanside in order to substantiate their claim has examined the concerned workman Umesh Prasad as WW-1 who was proved documents marked as Ext.W-1 series. Management side in order to substantiate their case have produced Arun Kumar Chaudhary who has been examined as MW-1. However, no documents on their behalf has been marked as exhibit.

10. Main argument advanced on behalf of the concerned workman is that he has completed more than 240 days in a calendar year but he has not been regularised and he had been working since 11-3-96 to 19-1-97 with Central Bank of India, Muzafarpur but his services have been terminated with effect from 19-1-97. He used to get wages @ Rs. 20 per day through vouchers, from the management.

11. In this respect cross-examination of the concerned workman WW-1 is very much important. He has stated in cross-examination at page-2 "My name was not forwarded through employment exchange. I have not filed any paper regarding information on the notice board. I have not filed my application before the Tribunal. Interview was held in January, 1996. I got interview letter but I have not filed the same. I have got appointment letter but I have not filed the same. I have no knowledge if the Branch Manager has any power to fill up any post. It is a fact that I have worked from 11-3-96 to 18-1-97". The documents which have been filed by the concerned workman marked as Ext.W-1 series shown that he has not completed 240 days but he has worked only for 205 days from 11-3-96 to 19-1-97. In this respect the management side have referred to a decision reported in 2002 (2) Supreme Court page 58 in which the Hon'ble Supreme Court laid down the following :—

"Filing of affidavit is only his own statement in his favour that cannot be regarded as sufficient evidence for any Court or Tribunal to come to conclusion that a workman had, in fact, worked for 240 days in a year."

In view of the facts, evidence, circumstances and case laws discussed above I find no merit in the claim of the concerned workman. Accordingly the following award is rendered :—

"The action of the management of Central Bank of India, Muzafarpur in terminating the services of Shri Umesh Prasad, Daily Wage Messenger Staff w.e.f. 19-1-1997 is justified. Consequently, the concerned workman is not entitled to get any relief."

H. M. SINGH, Presiding Officer

नई दिल्ली, 25 मई, 2010

का.आ. 1549.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 282/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-5-2010 को प्राप्त हुआ था।

[सं. एल-12012/97/99-आईआर(बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 25th May, 2010

S.O. 1549.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.282/99) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Canara Bank and their workman, which was received by the Central Government on 25-5-2010.

[No. L-12012/97/99-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE

BEFORE SRI RAM PARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 282/99

Sri B. P. Sharma,
Son of Madan Mohan,
C/o OP Mathur,
117/K - 36 Sarvodaya Nagar,
Kanpur

AND

Canara Bank,
The General Manager,
CB Service Office,
Rohit Bhawan,
Floor No. 4, Shapru Marg,
Lucknow.

AWARD

1. The Central Government, MOL, New Delhi, *vide* notification No. L-12012/97/99-IR (B-II) dated 27-10-99, has referred the following dispute for adjudication to this tribunal.

2. Whether the disputant Sri B P Sharma, Accountant is a workman under section 2(s) of the ID Act, 1947? If yes, whether the action of the management of Canara Bank in

dismissing him from service is legal and justified? If not, what relief is the workman concerned is entitled to?

3. Brief facts are that it is an admitted fact of both the parties that the claimant Sri B P Sharma was serving as accountant in the erstwhile Laxmi Commercial Bank Limited (a private bank) Birhana Road, Kanpur Branch, which was later on amalgamated *vide* order of the RBI dated 24-8-85 with Canara Bank.

4. It is alleged that the management of the Canara Bank was vindictive with the employees of the Laxmi Commercial Bank (hereinafter referred to as LCB for the sake of brevity). Immediately after the amalgamation the Canara Bank terminated the services of 76 employees of LCB including the claimant. They filed writ petitions in various High Courts and Supreme Court. Hon'ble Supreme Court *vide* its Judgment dated 18-7-87 directed the opposite party bank to reinstate the employees including the applicant. The management became prejudice after the judgment of the Hon'ble Supreme Court and they posted the claimant in the far south rural branch Tumkur in the state of Karnataka at a distance about 2000 km. from Kanpur. This transfer order was issued by Delhi Circle. Being a good subordinate employee, he joined at Tumkur and worked there satisfactorily. At the time of amalgamation there were no disciplinary proceedings pending against the applicant. Even a year after at Tumkur his service conditions were extended. It is alleged that Dy. General Manager Canara Bank Circle Office Bangalore without any authority issued three charge sheets to the applicant for some alleged acts while working as accountant at Birhana Road Kanpur Branch of LCB. The details of the charge sheet are given in Para ten which are all dated 20-9-90. It is alleged that the management of Canara Bank did not give the claimant proper and sufficient opportunity to explain the charges as the charges were very old and related to the erstwhile LCB Kanpur Branch, whereas the claimant was at that time working at Tumkur. The employer did not supply the copies of the documents upon which the management relied. No proper inquiry officer was appointed. No person who had worked with the applicant in Kanpur was examined. No relevant and cogent witness has been examined by the management therefore; no charges were proved in the domestic inquiry. Claimant pleaded not guilty before the inquiry. No proper opportunity of defence was given to the claimant and no opportunity of personal hearing was given to the claimant. Enquiry Officer did not supply the copies of statement, list of witnesses etc. It is alleged that the management witnesses were never the employees of LCB they have never worked with LCB before or after amalgamation. It is alleged that the inquiry officer was not fair. After evidence of management the inquiry officer asked certain question from the witnesses. Inquiry Officer did not give the applicant any time or chance to produce witness in defence or produce any documentary evidence. Even workman was

not given the chance of his own statement in defence therefore inquiry acted against the principle of natural justice. Claimant could not cross examine the management witnesses because the documents were only filed and marked by the inquiry officer but were not proved by any witness. It is alleged that the matter relates to Kanpur Branch of the LCB Limited but charge sheet was issued by Bangalore Circle which has no power or jurisdiction to issue charge sheet, therefore, charge sheet has not been issued by a competent authority. It alleged that D.G.M. Canara Bank Lucknow Circle vide three orders dated 24-10-92, dismissed the applicant from service. Dismissal is bad in law as no chance of hearing has been given by the DGM Lucknow Circle Lucknow. No chance of defence and hearing was given neither by Bangalore Circle nor by Lucknow Circle. He made three separate appeals but those were also dismissed without jurisdiction. Thereafter he filed a writ petition before the Hon'ble High Court from where a reference has been made by Central Government and this dispute is pending.

5. It is alleged that LCB was a private sector bank and there was complete change in the work of nationalized bank in comparison to private sector banks. In LCB he has to obey the instructions and orders from the manager, there is no timings in the private sector banks. It is alleged that he has not committed any misconduct and he was doing all the clerical work under the supervision and control of the branch manager. He was not having any administrative powers, of appointing any one or taking any disciplinary action as such he is a workman as defined under provisions of Section 2(s) of I.D. Act. Therefore, he has prayed for the relief that the dismissal order of the claimant be set aside and he be reinstated with full back wages and all consequential benefits.

6. Opposite party has filed written statement as well as preliminary objections on the issue as to whether the claimant is a workman within the meaning of Section 2(s) of the Act. It is stated that Sri Sharma has joined the LCB Limited on 27-11-71 and was confirmed in the year 1972. During the year 1977 the claimant was promoted as an officer JMGS-1 and was posted at Chandpur Branch. On his promotion as officer in JMGS scale I the Board of Directors of LCB Limited vide resolution dated 19-8-77 granted power of attorney to the claimant. As per notification issued by the Government of India, it was contained that a list of 76 officers employees were to be excluded from the employment in the transferee bank and the claimant was one of the listed officers in the said notification and as such he was not taken in the employment of the Canara Bank. Later on as per decision of the Hon'ble Supreme Court all these officers were taken in employment and he was also taken as officer in Junior Management Scale I and was posted at Tumkur Branch Karnataka. As per Chapter 1 Regulation 3 (j) read with Chapter (2) Regulation 4 of the Canara Bank Officer Service

Regulation an employee Junior Management Grade is an officer within the meaning of the said Regulation. The function of the officer is supervisory and managerial and is also vested with the discretion; hence the claimant is an officer and not a workman. A letter was also issued to the claimant wherein it was clearly stated that from 1-10-85, the claimant shall be governed by the terms and conditions of service as applicable to officer employees in Canara Bank. During his tenure at Kanpur Branch the claimant has committed certain irregularities and for which the bank had issued three charge sheets dated 30-9-90. The nature of lapses is as under.

- a. Issued demand drafts without consideration.
- b. Allowed over drawings when the account was already over drawn.
- c. In connivance with the party cheated the bank to the tune of Rs. 12, 00,000 by issuing receipts without receiving consideration.
- d. Made illegal transfer/adjustments in order to conceal the facts.

7. Thereafter, a regular departmental inquiry was conducted. Sri M G Dwarika Nath and Sri P P Loharkar who were the inspecting officials were examined as management witness. Sri B B Bakliga of Birhana Road Branch Kanpur was also examined as one of the management witness. Giving the claimant all fair and reasonable opportunity to defend his case and complying with the provisions of principle of natural justice, the claimant has participated in the departmental inquiry and was duly defended by a defence representative of his choice, all the documents relied by the management were made available to him and he was also provided all ample opportunity to cross examine the witnesses. Claimant was also given opportunity to produce his defence evidence in the inquiry. After conducting the departmental inquiry the inquiring authority found him guilty of the charges levelled against and a copy of report of the enquiry officer was made available to the claimant for his submission. The disciplinary authority agreeing with the finding of the inquiry authority dismissed him from the service of the bank. The punishment imposed on the claimant is commensurate with the charges levelled against the claimant. The appeal preferred by the claimant against the order of the disciplinary authority was also dismissed and a detailed speaking order was passed by the appellate authority.

8. The claimant knowing fully well that he is an officer in the management cadre governed by the provisions of the Canara Bank Officers Employees (Disciplinary & Appeal) Regulation 1976 has filed the review petition presumably under Regulation 18 governing the service conditions of the claimant. Having taken all the benefits of an officer and having participated in the inquiry throughout under service conditions, the claimant at this stage cannot

take up a position that he is a workman under the provision of the Act. Since the claimant was taken in the employment in the Canara Bank as an Officer in JMGS-1 Cadre he was liable to be posted anywhere in India as per service regulations keeping in view of requirement of business and administrative exigencies he was posted to Tumkur Branch in State of Karnataka. It is stated that vide letter dated 1-3-88, the bank had conveyed to him that disciplinary action if any pending against him before the date of amalgamation shall be dealt with in accordance with the provisions of Canara Bank Regulations 1976. However the above said charge sheets were not issued to the claimant under the provisions of Canara Bank Officer Employees Conduct Regulations, the said misconduct were committed by the claimant in LCB. It is submitted that full opportunity was given to the claimant to cross examine the management witnesses but he did not avail the opportunity, now he cannot contend that he has not been granted opportunity to cross examine the management witnesses. It is stated that no prejudice was caused to the claimant during the course of inquiry. He was also paid TA and DA for attending the inquiry. It is stated that as per regulation of the bank the DGM of the Circle Officer under which an officer is working is the disciplinary authority for the said officer and as such is authorized to issue charge sheet and to take disciplinary action against such officer, therefore, DGM Bangalore was authorized to issue charge sheet to the claimant. It is submitted that during the pendency of departmental the claimant was transferred from Tumkur to Mirzapur which falls under the administrative control of the Circle Office Lucknow and as such DGM, Circle Office, Lucknow was the disciplinary authority of the claimant. Therefore, the opposite party alleged that the inquiry was conducted fairly and proper reasonable opportunity was provided to the claimant and there is no force in the claim which is liable to be rejected.

9. Claimant has filed a rejoinder wherein he again emphasized that he was working as accountant and doing the entire clerical work under the branch manager and he was not having any administrative or managerial power. He was also not having any power for appointment and taking disciplinary action, therefore, he was a workman.

10. Claimant has filed 5 documents vide list 13/1. These documents are copy of the letter dated 15-10-87 given by the Bank to Sri B. P. Sharma for his appointment. This letter states that—Consequent upon his reinstatement the service condition of Sri B. P. Sharma shall be in accordance with the minutes of the joint conference held in between the management of Canara Bank and of representatives of the Canara Bank Officers Association which sets out the details thereof. Others are dismissal orders. He has also filed one letter dated 12-12-90 given by the claimant to the DGM of the opposite party regarding the charge sheet.

11. Thirteen documents have also been filed by the claimant vide list 9/1. These documents are orders, appreciation letter, charge sheets, reply of the workman, and transfer letter of the applicant, dismissal order, and copy of the Hon'ble High Court etc.

12. Opposite party has also filed 175 documents vide list 21-12-01. These are the enquiry proceedings and other relevant documents connected with inquiry and issue which has been raised by the opposite party that the claimant does not fall under the definition of workman but under officer.

13. I perused the entire record heard the arguments, it is true that opposite party has not appeared at the time of arguments but he has cross examined the claimant witness and filed the records.

14. Opposite party has vehemently stressed in his written statement and also filed written statement claiming that the claimant is not a workman but an officer. I have perused the record documents in this respect. Opposite party has stated that Sri Sharma has joined LCB on 27-11-71 and was confirmed in the year 1972. It has been specifically stated by the opposite party that the claimant was promoted as an officer JMGS Gr. I with effect from 11-6-77 and was posted to Chandpur Branch. On the promotion as officer in scale -I the Board of Directors of ELCB Limited vide resolution no. 15 dated 19-8-77 granted power of attorney to the claimant. This fact has not been specifically denied by the claimant either in his rejoinder or in his statement.

15. Opposite party has cross examined the claimant specifically on this point also. He has not denied it. He stated that he does not know whether the post of Accountant comes under the officer category or not. He did deny that he was given the power of attorney on 19-8-77. He expressed his ignorance. When the opposite party asked him whether he was given promotion in JMGS Gr. I, he stated that he does not know. It is a dubious reply which is not expected from an officer who may be accountant or working with any other designation under the opposite party. When he does not know as to when he was promoted, if he does not know whether he was given power of attorney or not, it surprise how can he function in a public bank where very important duties are being discharged. It shows that he does not want to speak the truth. Moreover, when appointment letter was given to him it contains stipulation that the service conditions which are applicable to officers shall be applicable on him, which is paper no. 13/2. Claimant has filed paper 13/5 for his appreciation of work. In this also Sri B. P. Sharma has been designated as an officer of the bank. Similarly in letter no. 13/6 he has been shown an officer. In all the dismissal letters he has been shown as an officer. No where he has contradicted before the management that he is not an officer of the bank. Opposite party contended that appeals reviews

against the dismissal order have been filed by the claimant, presumably under the Canara Bank Officers Employees (Discipline & Appeal) Rules 1976.

16. Opposite party has filed letter dated 3-6-77 of ELCB regarding promotion of Sri Sharma from clerical grade to officer grade, which is paper no. 4 of the list of documents filed by the opposite party. They have also filed letter dated 19-10-77 regarding grant of power of attorney to Sri Sharma and letter dated 8-9-77 which are paper no: 5 & 6 of the list of index. There is yet another document which is paper no: 7 of list of documents dated 21-12-2001 written by the claimant to the Chairman of ELCB in response to their letter dated 12-5-1980 in which he himself had offered to accept the promotion in managerial cadre. Opposite party had contended that as per Chapter 1 (Regn. 3) (j) read with chapter 2 Regulation 4 of the Canara Bank Officers Service Regulation, an employee in Junior Management Grade is an officer with the meaning of said regulation. The function of the officer is supervisory and managerial.

17. Therefore, from the pleadings and evidence it has been established that the claimant was promoted from clerical cadre to JMGS Gr. I with effect from 11-6-77 and he was working at Tumkur Branch in the officer cadre and he was also having power of attorney to run the business of the bank independently, therefore, his case cannot be covered under the definition of workman as defined under section 2(s) of Industrial Disputes Act. Opposite party has specifically stated that the claimant is not a workman.

18. Claimant has placed reliance upon a decision AIR 1975 SC 1898 Punjab Cooperative Bank Limited versus R. S. Bhatia (Dead) through LRs. In this case the Hon'ble Supreme Court of India had held the mere fact that he used to sign the salary bills of staff did not make him employer mainly in a managerial or administrative capacity. In that case the labour court on the facts has found the claimant to be a workman and this issue was also discussed by the Hon'ble Apex Court where this observation was made.

19. But in the present case opposite party has specifically given the documentary evidence that the claimant has been promoted in JMGS Gr. I which is an officer cadre having supervisory duties. This fact has not been denied by the claimant. Power of Attorney is also granted to the Officer.

20. Similarly I respectfully agree with the principle laid down in the decision 2001 (89) FLR 483 in the case of Sanjeev Kumar Gupta and P.O. Labour Court (II) & another. But according to the facts of the present case claimant is not entitled to any relief on the basis of these rulings.

21. Therefore, considering all the facts and circumstances it has been found and established that the claimant is not a workman under the definition of Section 2(s) of the Act.

22. Now the question arises whether I should discuss the merit of the case. I feel when the claimant does not fall under the definition of workman then I should refrain myself in touching the merits of the case because it is such a question which goes to the root of Jurisdiction of this tribunal.

23. Therefore, it is held that the claimant is not a workman under section 2(s) of the Act as such the workman is not entitled to any relief from this tribunal.

24. Reference is disposed off accordingly.

Dated: 14-05-10

RAM PARKASH, Presiding Officer

नई दिल्ली, 25 मई, 2010

का.आ. 1550.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 25/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-5-2010 को प्राप्त हुआ था।

[सं. एल-12012/68/2008-आईआर (बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 25th May, 2010

S.O. 1550.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.25/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Indian Bank and their workman, which was received by the Central Government on 25-5-2010.

[No. L-12012/68/2008-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT CHENNAI

Wednesday, the 19th May, 2010

Present: A. N. Janardanan, Presiding Officer

Industrial Dispute No. 25/2009

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Bank and their Workman)

BETWEEN

The Deputy General Secy. : Petitioner/1st Party
Indian Bank Employees Union
No. 6, Moore Street, Mannady Corner
Chennai - 600001

And

The General Manager : Respondent/2nd Party
Indian Bank Circle Office
IRC Section
Chennai - 600001

APPEARANCE

For the 1st Party/Petitioner : Sri J. Thomas
Jeyaprabhakaran
Authorized Representative

For the 2nd Party/Management : Sri S. Dhakshinamurthy
Authorized Representative

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12012/68/2008-IR(B-II) dated 5-2-2009 referred the following Industrial Disputes to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the Management of Indian Bank in imposing punishment of “Compulsory Retirement” on Sri Joel Paul Mathuram is justified? If not, to what relief the workman is entitled to?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as I.D. 25/2009 and issued notices to both sides. Both sides entered appearance through their Authorized Representatives and filed their Claim, Counter and Rejoinder statement as the case may be.

3. The contentions raised in the Claim Statement bereft of unnecessary details are as follows :

The employee, Joel Paul Mathuram, Clerk in Teynampet Branch of the respondent/Bank was alleged of having forged documents to M/s Andhra Bank Housing Finance Ltd. for a loan of Rs. 2.00 lakhs and an advance of Rs.4.00 lakhs from M/s V. Muthulakshmi and entered into sale Agreement in respect of his house property already mortgaged to the Bank without Bank's permission. He was charge sheeted on 17-06-2002. He denied himself having forged documents but submitted the Housing Finance conniving with the promoter of the property to have forged behind his back. Andhra Bank Housing Finance Ltd. by communication dated 11-01-2002 gave the information that it was based on the undertaking from the Indian Bank Branch, Teynampet to deduct Rs. 4855 from the monthly

salary of the employee that the loan was anctioned of which deduction was to be started from salary for December, 2001. Based on the document collected by the Investigating Official he was charge. The original documents were not allowed to be verified nor any official of the Andhra Bank Housing Finance was examined in the enquiry which was based on their complaint. The employee never enabled or abetted forgery. He has not caused any loss or damage to the Bank. Though not proved that the employee indulged in forgery he is punished with compulsory Retirement on 31-05-2004, which is harsh, cruel and disproportionate. The appeal was dismissed without application of mind and personal hearing. The enquiry proceeding is illegal and is vitiated and the punishment is to be set aside. He was denied the reasonable opportunity to defend. Forged documents were not before the forum. It is prayed that the workman be reinstated with all benefits.

4. The contentions raised in the Counter Statement briefly read as follows :

The staff members are not to guarantee pecuniary obligations of another. The workman applied for a loan of Rs. 2.00 lakhs by submitting a forged salary certificate for October, 2001 not reflecting actual salary. He submitted format no. Part-III (CR-7) with no objection forging signature of Branch Manager and rubber stamp. He forged undated undertaking letter to deducts. 4,855 from monthly salary. He availed loan without permission of Bank. As Charge “B”, he was also asked to show cause for addressing a letter to Chairman and Managing Director (CMD) and for requesting CMD to pay his salaries to Muthulakshmi till repayment of the money taken in advance. The enquiry was conducted duly and the employee participated with Defence Representative. In the enquiry report dated 12-07-2003 Charge “A” was proved and Charge “B” not proved. The employee gave comments to the finding on 09-02-2004. The Disciplinary Authority communicated his finding on 20-03-2004 and conveyed to the petitioner the proposed punishment of Compulsory Retirement which thereafter was confirmed in appeal. During 2001 the employee issued cheques without sufficient funds. On 24-02-2001 he introduced an SB A/c holder whose deposit money was stolen money proceeds. The employee was complained of hitting a customer on his face. He indulged in outside borrowings. By giving first paramount charge from his salary punishment is fully justified. The employee could have secured Andhra Bank officials as witnesses. The employee admitted in the enquiry that he filled up loan application and signed. The employee admitted that in his anxiety to own a plot he furnished bloated salary details that he has very limited salary that Bank might not give permission for outside borrowings and that he had adjusted the loan in full. the employee should not be let to go scot free. Bank lost faith in him and awarded Compulsory

Retirement. Disciplinary Authority has been justified in differing with the findings of the Enquiry Officer in view of the reply of the employee that he was aware of both the charges proved against him. Only in case of dismissal personal hearing by Appellate Authority is necessitated. The enquiry is valid. He failed to prove his defence on some middlemen having perpetrated the misdeeds. The proved charges are serious. The charges are proved in the enquiry. It was according to the principles of natural justice. The punishment was imposed considering past records also. The employee had already received his terminal benefits. The claim is to be dismissed.

5. The contentions in the rejoinder briefly read as follows :

The employee is not responsible for forgery. There is a nexus between ABHFL officials and promoter of the plots. ABHFL officials were not allowing the originals to be verified by the Presenting Officer. The employee had simply signed on Page-2 of the Loan Application. He never signed as Branch Manager. Everything was done at the back of the employee by the promoter in collusion with ABHFL officials. Under the Bipartite Settlement the Appellate Authority shall hear the employee in case of dismissal from service which was not done which is in denial of natural justice and prejudicing him. The appeal was dismissed with the laconic expression "I do not find any merit in the appeal". Issuance of cheque is only a private affair and does not come in the way of his duty. The employee cannot be held responsible for canvassed fresh customers indulging subsequently in misdeeds. Punishment is highly disproportionate and unjustified. The employee cannot be expected to produce the complainant to prove his innocence. Burden is on the Management. The past record is sweeping and baseless allegation not forming part of the proceedings. The charge of forgery is not proved. The employee has not committed serious crime to compel the bank to lose faith in him. Bloated salary slip was issued accidentally and unintentionally not intended to cheat. It is not so serious to entail loss of faith on him by the bank. The employee has been discriminated by refusing personal hearing/ Lack of opportunity of cross-examining officials of ABHFL resulting in handicap or ineffective defence by the employee. The absence of original of the forged documents as well caused denial of reasonable opportunity for the defence. There is denial of natural justice. The employee seeks an action devoid of prejudice and vindictiveness and not on misplaced sympathy. In the absence of any livelihood the employee was constrained to receive the terminal benefits which he is prepared to refund if reinstated. The punishment is to be set aside.

6. The evidence consists of the testimony of WW1 and Ex.W1 to Ex.W14 on the petitioner's side and Ex.M1 to

Ex.M5, all marked on consent with no oral evidence on the respondent's side.

7. Points for consideration are :

- (i) Whether the punishment of Compulsory Retirement imposed on the workman is justified ?
- (ii) To what relief the concerned workman is entitled ?

Points (i) & (ii)

8. It is argued by the Authorized Representative on behalf of the Petitioner Union that the forging of Manager's letter, salary certificate etc. has taken place at the back of the employee and without his knowledge. That he was prevailed upon by the ABHFL officials to incorporate the bloated salary details in the second page of the Loan Application, which he simply carried out at the spur of the moment on the assurance that such details are going to remain with them only. The fabricated salary slip, the original of which is not got verified by the Respondent/ Bank was manipulated behind the back of the employee. There were salary certificate of the employee and one P.S. Loganathan, another Clerk of the same branch who a prospective loanee having later withdrawn the Loan Application using two photocopies of which a new xerox copy was formed, upper portion of which containing the name of the employee and the lower portion containing salary details of Loganathan. The undertaking by the employer was also similarly manipulated without the knowledge of the employee. It is pointed out that the finding is that the CSE only enabled or abetted the forgery. The employee in his desire to own a plot only filled up certain incorrect details without being alive to the consequences. The denial of personal hearing of the employee by the Appellate Authority is against natural justice. Regarding permission for availing loan it is argued that Bipartite Settlement which governs service conditions of award staff do not provide that prior permission has to be obtained. What is required is that the employee should not incur debts considered excessive under minor misconduct. It is further argued that the employee cannot be found liable for theft or fabricating rubber stamp of the bank. It is pointed out that the past record of the employee does not show anything bad. It is also further argued that the vendor of the workman with the help of the ABHFL officials was bringing about the forgery. The capital punishment is unwarranted.

9. On behalf of the Respondent the manifold contentions are that the workman having had several loans previously as evidenced from document is not eligible for further loan without permission and in spite of the awareness he availed loan without permission. There is a bank circular CPGD/F. 156/Cir.Lr. No. 22/2005-06 dated 13-01-2005 under

which all staff members including Award Staff shall continue to obtain prior permission from Head Office, Personnel Department for borrowings. It is also pointed out by the Representative of the Respondent that fixing of branch seal could never be an affair done by a third party. As a bank employee the workman is expected of high integrity and honesty. He filled in details in the application form and other formats which were to have been attested by the Branch Manager which is a clear case of forgery and cheating. He is virtually admitting his misdeeds and they do not require to be proved. The bank has already taken a lenient view in the matter of punishment and no further liberal approach is called for which if made would be in misplaced leniency or sympathy. The workman had been issuing cheque without fund. To that extent his conduct is also apt to be blameworthy.

10. On an anxious consideration of the rival contentions it is brought home that the workman cannot be found to be innocent. He could be found to have virtually admitted the misconduct which also stands prove in the enquiry to the extent that the workman has enabled or abetted the forgery. This is not anything short of the very act of committing the misconduct. he has also explained the reason why he has signed Loan Application and some of the forms admittedly with less correct details without caring for the consequences as being his anxiety to purchase a house plot. This shows the reckless or negligent conduct of the workman if not a fully advertent conduct of doing the misdeeds. After having been the beneficiary of the loan proceeds when the repayment of the amount was started in monthly instalments and while there was a default in the remittance of the monthly instalment the same being brought to the notice of the employer bank by the ABHFL the workman has seemingly started raising this untenable contentions which have no leg to stand. The workman cannot approbate and reprobate at the same time. The enquiry cannot be faulted. The finding also is not to be faulted. So is the case with the punishment as well which does not call for interference. There is no reason for the Management not to have lost confidence in the workman to continue him in service. The contentions of the Respondent's Representative hold good and the workman is not entitled to any relief since the action of the Management is legal and justified. It is so ordered.

16. The reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 19th May, 2010)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined:—

For the 1st Party/Petitioner : WW1, Sri Joel Paul Mathuram

For the 2nd Party/Management : None

Documents Marked on the Petitioner's side :—

Ex.No.	Date	Description
Ex.W1	17-06-2002	Charge Sheet No. CO(S): CH : VIG:DPC/509 dated 17-6-2002
Ex.W2	28-9-2002 and other dates	Copy of the enquiry proceedings held against Shri Joel Paul Mathuram by Shri M. Raja Chidambaram, Enquiry Officer alongwith the documents marked by the Management exhibits. MEX-1 to MEX-10
Ex.W3	16-09-2003	Letter dated 16-9-2003 from the Enquiry Officer on holding the enquiry on charge (B)
Ex.W4	31-3-2003 and 11-10-2003	Summing up of the Presenting Officer, Shri M.R. Vittal on the enquiry proceedings held against Shri Joel Paul Mathuram
Ex.W5	15-05-2003 and 17-12-2003	Summing up of the Defence Representative, Shri J. Thomas Jeyaprabhakaran on the enquiry proceedings held against Shri Joel Paul Mathuram
Ex.W6	10-01-2004	Letter No CO(S): CH : VIG: DPC : 509 dated 10-1-2004 of General Manager/Disciplinary Authority enclosing the findings dated 12-07-2003 and 20-12-2003 of the enquiry Officer wherein the Disciplinary Authority has indicated that the disagreed with the findings of the Enquiry Officer in regard to Charge (B)
Ex.W7	09-2-2004	Shri Joel Paul Mathuram's reply to the General Manager/ Disciplinary Authority's memo Dated 10-01-2004
Ex.W8	20-3-2004	Second show Cause Ref CO(S) CH : VIG: DPC : 509 by the of General Manager/Disciplinary Authority to the Charge Sheeted Employee and fixing Personal hearing
Ex.W9	16-4-2004	Shri Joel Paul Mathuram's reply to the Second Show Cause

Ex.W10	31-5-2004	Punishment order served on Shri Joel Paul Mathuram by the General Manager/ Disciplinary Authority	प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2010 को प्राप्त हुआ था। [सं. एल-42012/26/2001-आईआर(सी-II)] अजय कुमार गौड़, डेस्क अधिकारी New Delhi, the 25th May, 2010 S.O. 1551.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.807/2K5) of the Central Government Industrial Tribunal-cum-Labour Court No.II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of PGI and their workman, which was received by the Central Government on 21-05-2010. [No. L-42012/26/2001-IR (C-II)] AJAY KUMAR GAUR, Desk Officer
Ex.W11	13-07-2004	Appeal preferred by Shri Joel Paul Mathuram before the Executive Director/Appellate Authority against the order of punishment of the General Manager /Disciplinary Authority	
Ex.W12	10-06-2006	Letter No HRM:DPC: GENL 2949/2006 dated 10-6-2006 from the Chief Manager, HRM Department to Shri Joel Paul Mathuram informing the disposal of the appeal by the Executive Director	
Ex.W13	10-04-2007	Industrial Dispute raised by Shri Joel Paul Mathuram before the Assistant Commissioner of Labour (Central), Chennai	
Ex.W14	04-01-2008	Rejoinder submitted by the 1st Party Union to the reply of the Management dated 15-11-2007	

On the Management's side

Ex.No.	Date	Description
Ex. M1	04-01.2008	Reply submitted to Assistant Commissioner of Labour (Central) in ID raised by Shri Joel Paul Mathuram
Ex. M2	26-11-2004	Receipt of PF- Employee's Contribution & Interest
Ex. M3	—	Receipt of PF- Bank's Contribution & Interest
Ex. M4	26-11-2004	Receipt of Gratuity
Ex. M5	07-12-2004	Communication received from Teynampet Branch regarding payment of terminal benefits to his SB Account

नई दिल्ली, 25 मई, 2010

का.आ. 1551.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पी.जी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं.2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 807/2K5) को

Versus

1. Director, Post Graduate Institute of Medical Education & research, Sector 12, Chandigarh.

...Respondent

APPEARANCES

For the workman: Sh. Rohit Bhardwaj, Advocate
For the Management: Sh. P. S. Arora, Advocate

AWARD

Passed on 12-05-2010

Central Government vide Notification No. L-42012/26/2001-IR (CM-II) dated 27-09-2002, by exercising its power under Section 10 Sub section (1) Sub section 2(A) Clause (d) of the Industrial Disputes Act, 1947 has referred the following Industrial dispute for adjudication to this tribunal :—

"Whether the action of the Management of Post Graduate Institute of Medical Education & Research, Chandigarh in terminating the services of Sh. Jagminder Singh S/o Sh. M. S. Majithia w.e.f. 1-1-1999 is legal and justified? If not, to what relief the workman is entitled?"

The case of the workman is that he was appointed as a clerk-cum-Computer Operator in the Post Graduate Institute of Medical Education and Research (hereinafter referred to as Institute) Chandigarh in January 1998 and he worked as such in the department of Experimental Medicine from 08-08-1997 to 01-11-1997 and 01-11-1997 (10-11-1997) to 06-02-1998, in Advanced Pediatric Center from 11-03-1998 to 5-9-1998 and in the Engineering Department from 4-10-1998 to 31-12-1998 as clerk. Thereafter, his services were terminated orally he is a workman and the institute is an industry under the provisions of the Industrial Disputes Act. His termination is retrenchment and is bad for want of compliance of provisions of Section 25-F as he has completed more than 240 days of service. Persons junior to him were retained in the service and he was not given an opportunity of re-employment. he has claimed his reinstatement with full back wages along with its continuity and attendant benefits attached to the post and also interest @ 18 per cent per annum on the pecuniary benefits.

The claim was contested by the Institute. It was stated that the workman worked in the Institute in different departments in different capacities. In the Department of Experimental Medicine and Biotechnology his engagement was on daily wage basis and it was to assist the overpending work of a time bound research project. he was engaged on contractual basis and since there was no provision of such post under the project, the wages were paid to him from the contingency fund. In Advance Pediatric Centre his appointment was on contract basis for 179 days only or till regular posts are filled up. In the Engineering Department he worked in totally different capacities as helper or Beldar and his stint there was only for 55 days. No appointment letter was issued to him. No termination of service or retrenchment is involved in his case. he cannot said to have completed 240 days of service as he worked in different capacities and his appointment was purely a stop gap arrangement in the project. his services were automatically terminated after the expiry of the contract period. Provisions of Section 25-F of the act are not applicable to the present case and there is no violation of Section 25-F or 25-H.

In support of his case the workman filed his affidavit and on behalf of the institute Doctor Upjeet Kaur, Koshan Lal, Auditor Accounts Branch of the Institute and R.C. Sharma, Assistant Engineer (Civil), Engineering Department of the Institute filed their respective affidavits. copies of certain documents were also filed, which will be referred to at appropriate place. In this reference following points arise for consideration :—

1. Whether the Institute terminated the services of the workman or his services were co-terminus with the scheme and the same stands

automatically terminated at the end of the Scheme?

2. Whether the workman has completed 240 days of service in the Institute and there is any violation of Section 25-F of the Act in his case?
3. Whether there was any violation of Section 25-G in the case?
4. Whether the workman was denied the opportunity of re-employment as provided in section 25-H of the Act.
5. To what relief is the workman entitled to?

I have heard the learned counsel for the parties and gone through the evidence on record. My findings on the various point are as follows :—

Point No. 1

Indisputably there is no appointment letter and no written termination order but it is not disputed that the workman was in the employment of the Institute and his employment ended on 31-12-1998. By all means it must be understood that his services terminated and after 31-12-1998, by denying further engagement to the workman, the employer clearly terminated his services. The termination is implied though it is not in writing. the plea of the Institute is that his services were co-terminus with the scheme and the same stand automatically terminated at the end of the scheme. Dr. Upjeet Kaur, ME-1, in her affidavit has stated that any person working as daily wager or on contractual basis in a research project has no right for regularization; the moment such project is finished the services of such employee are automatically terminated and that consequently the workman has no vested right for regularization in Post Graduate institute of Medical Education and research. But it has been made clear nowhere as to what that research project was and when ended that project? In the absence of specific details I am unable to accept the plea of the Institute. I am, therefore, of the view and accordingly hold that the services of the workman were terminated by the Institute and they were not co-terminus with any scheme or project of the Institute. Point no. 1, is therefore answered in favour of the workman and against the Institute.

Point No. 2

According to the details given by the workman and which have not been disputed by the Institute also, he worked (1) from 8-8-1997 to 01-11-1997 and 10-11-1997 to 6-2-1998 i.e. he worked for 182 days as clerk-cum-computer operator in the Department of Experimental Medicine (2) from 11-3-1998 to 5-9-1998 i.e. 179 days in Advanced Pediatric Centre and (3) from 4-10-1998 to

31-12-1998 i.e. 55 days in the Engineering Department. According to the workman during the period of 12 calendar months preceding the date of his retrenchment, he was in continuous service of the Institute for more than 240 days and, therefore, the condition precedent to retrenchment as mentioned in Section 25-F of the Act should have been complied. He must have been given one month's notice in writing or wages for the said period and also the retrenchment compensation and his retrenchment is not valid in the absence of the compliance of the provisions of Section 25-F of the Act. The learned counsel for the workman has cited Union of India & others Versus Jumma Shah Diwan 2007 (3) RSJ 443 wherein the Hon'ble Supreme Court held that the statutory requirements of the Section 25-F of the Act are required to be complied with even in case of a project employee if his services are terminated.

But the Institute has contested the claim of the workman on the grounds that he worked in different capacities in different departments of the Institute and his services in all the three departments in which he served cannot be clubbed together for counting his days of service. According to affidavit of Dr. Upjeet Kaur MW-1, his employment in the department of Experimental Medicine and Bio-technology as clerk-cum-computer operator was on contractual basis, since there was no provision of such post under the project and the wages were paid to him out of the contingency fund. Shri Roshan Lal, Auditor, Accounts Branch M-2, in his affidavit has stated that in Pediatric Section the employment of the workman as Clerk was on purely on contract basis for 179 days and specific orders of the Director, PGI had been taken in this regard. He also stated that the workman was paid his salary not from PGI fund but out of the contingency fund, Copies of Attendance Roll Ex. M-10 have also been filed by this witness along with his affidavit.

Shri R. C. Sharma, Assistant Engineer (Civil), Engineering Department of the institute has filed his affidavit to say that the workman worked in the Engineering Department in a total different capacities as helper or a beldar on daily wages for 55 days only. He also has filed copy of Attendance Sheet in which the workman has shown as helper deputed for attending writing complaints and copy of Muster Roll of December, 1998 in which the workman has been shown as Beldar. In the face of the documentary evidence produced by the Institute, the statement of the workman that he worked as Clerk in the Engineering Department cannot be accepted.

Though the learned counsel for the workman has cited union of India and others Versus Jumma Shah Diwan (supra) on a different point but here it goes against the workman. It was observed by the Hon'ble Supreme Court in para 8 that when a casual employee is employed in different establishments, may be under the same employer

e.g. the Railway Administration in India as a whole having different administrative set up, different requirements and different projects, the concept of continuous service cannot be applied.

Similarly, in another case law cited by the learned counsel for the workman Chaudhary Charan Singh Haryana Agricultural University Versus Presiding Officer, Industrial Tribunal -cum-Labour Court, 2001 (2) RSJ 242, there is a mention of Saravjanik Nirman Mazdoor Sangh, Bhilwara Versus The Judge-Labour Court, Udaipur 1995 LAB-IC 2012 in which it was held by the Hon'ble Rajasthan High Court that period of employment under different units cannot be clubbed together for calculating 240 days. The said law was held not applicable by Hon'ble Punjab and Haryana High Court on facts in Chaudhary Charan Singh Haryana Agricultural University's case, it is a different matter. But the legal position remains the same that period of employment in different units cannot be clubbed together for calculating 240 days.

In the present case, even if the employment of the workman in the Department of Experimental Medicine and Advanced Pediatric Centre may be considered on the same post or Capacity. Obviously, it was different in the Engineering Department, where he worked as Beldar and Helper. The Engineering Department is a different unit also and it is this Department, where his services were terminated on 31-12-1998. In this department he served only for 55 days. Therefore, it cannot be said that he completed one year in service and the provisions of Section 25-F has been violated in that case. Point No. 2 is, therefore, decided against the workman.

Point No. 3

Section 25-G of the Act embodies the principle 'last come first go'. The grievance of the workman is that the said rule was not followed by the Institute in his case and persons junior to him i.e. Ram Karan and Pawan Kumar were retained in the service. Shri Roshan Lal Auditor, Accounts Branch, MW-2, in his cross-examination has stated that the said workmen were appointed on regular posts by the administration under rules after disengagement of the claimant/workman.

The said workman may be junior to the claimant / workman but they are regular appointees employed after the termination of services of the claimant hence, no breach of the provisions of the Section 25-G of the Act is involved in the case. Point No. 3 is, accordingly decided against the workman.

Point No. 4

In his claim petition the workman has stated that after his retrenchment so many daily wagers have been

appointed but he was not given an offer or any opportunity for re-employment and therefore, he was denied the benefit of Section 25-F of the Act. But neither in the claim statement nor in the evidence have the instances of such daily wagers been given nor any question has been put to the witnesses of the management/Institute in this regard. In the absence of specific averment and evidence in support thereof it cannot be said that the workman has been denied the benefit of Section 25-H of the Act. Point No. 4 is accordingly, decided against the workman.

Point No. 5

From the above discussions and findings recorded above, it is clear that the action of the management of PGI, Chandigarh in terminating the services of Shri Jagminder Singh S/o Shri M.S. Majithia w.e.f. 1-1-1991 is according to law. The workman is not entitled to any relief. The reference is answered accordingly. Let a copy of the award be sent to the Central Government for further necessary action and record be consigned after due compliance.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 25 मई, 2010

का.आ. 1552.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल एन्टी मलेरिया प्रोग्राम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं.1, नई दिल्ली के पंचाट (संदर्भ संख्या 62/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2010 को प्राप्त हुआ था।

[सं. एल-42012/49/2004-आईआर(सी-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 25th May, 2010

S.O. 1552.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.62/2004) of the Central Government Industrial Tribunal-cum-Labour Court No.1, New Delhi as shown in the Annexure in the Industrial Dispute between the management of National Anti Malaria Programme and their workman, which was received by the Central Government on 21-05-2010.

[No. L-42012/49/2004-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO.1, KARKARDOOMA COURTS COMPLEX, DELHI**
I.D. No. 62/ 2004

Shri Naveen Kumar,
R/o 1655-B/15, Govind Puri, Kalkaji,
New Delhi - 110 019.

....Workman

Versus

The Director,
National Anti Malaria Programme,
22 Shamnath Marg,
New Delhi.-110 054.

....Management

AWARD

National Anti Malaria Programme (now known as National Water Born Disease Control Programme) is being run by Ministry of Health and Family Welfare, Nirman Bhawan, New Delhi. Naveen Kumar was engaged by the Director, National Anti Malaria Programme, Delhi as a casual employee on 15th of September, 97. His services were taken intermittently, in case of exigencies. In the year 2000, he rendered 251 days services with the management. On 29th of June, 2001, his services were disengaged. He raised a demand for reinstatement. When his request was not conceded to, he filed a claim statement before the conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-42012/49/2004-IR (C-II), New Delhi, dated 15th of December, 2004, with following terms :

"Whether the action of the Director, National Anti Malaria Programme, discontinuing the services of Shri Naveen Kumar, S/o Shri Bachcha Singh, Ex. Casual Labour w.e.f. 30-06-01 is legal and justified? If not, to what relief the workman is entitled to and from which date?"

2. Claim statement was filed by Shri Naveen Kumar pleading that he was employed by the management on 15th of September, 97, on daily wage basis. Initially he was paid @ Rs. 82.30p per day, while at the time of his retrenchment his wages were Rs. 108.35p per day. He worked with the management for 59 days in 1997, 164 days in 1998, 74 days in 1999, 251 days in 2000 and 173 days in 2001. On 31st of August, 2001, his services were disengaged by the management, without assigning any reason. Action of the management in retrenching his services, is unjustified, unwarranted and illegal. He is unemployed since the date of his retrenchment and his family had reached the verge of starvation. He claims reinstatement in services with continuity and full back wages.

3. Contest was given to the claim statement by the management pleading that the claimant was engaged on daily wages basis and paid in accordance with existing instructions. He was engaged against casual or seasonal nature of work. He worked for 59 days in 1997, 164 days in 1998, 77 days in 1999, 251 days in 2000 and 117 days in 2001. When casual work came to an end his services were disengaged on 29th of June 2001. Since he was engaged

for casual jobs that too at intermittent period no right of regularization accrued in his favour. He is not entitled for reinstatement and his claim is liable to be dismissed.

4. On pleadings of the parties, following issues were settled by my learned predecessor :

1. Whether the applicant was engaged as casual labour for seasonal nature of work and his services were not required as stated in para 2 of the written statement ? If so its effect.

2. Whether the workman was engaged on daily wage basis as mentioned in the claim petition ?

3. As in terms of reference.

4. To what relief, if any, the workman is entitled to ?

5. Claimant tendered his affidavit in support of his claim. He was cross examined at length on behalf of the management. Shri Ram Parkash Pal, Administrative Officer, was examined on behalf of the management to rebut the claim. No other witness was examined by either of the parties.

6. Arguments were heard at the bar. Shri S. B. Pandey, authorised representative, advanced arguments on behalf of the claimant. Shri Arun Kumar Atul, authorised representative, raised his submissions on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

Issue No. 1

7. Shri Naveen Kumar swears in his affidavit that he was engaged as grade IV employee by the management on 15-9-97 on daily wage basis. He was paid @ Rs. 70.40 per day initially. His wage were increased periodically, which reached at Rs. 111.60 per day, at the time of his retrenchment. Ex. WW1/1 to Ex. WW1/34 are copies of master roll for casual labour, on the strength of which payments were released to him. He rendered 59 days service in 1997, 164 days service in 1998, 74 days service in 1999, 251 days service in 2000 and 173 days service in 2001. He worked continuously for more than 240 days in 2000 and as such entitled for reinstatement. To rebut facts testified by the claimant, Shri Ram Parkash Pal deposed that the claimant worked as a casual labour for 59 days in 1997, 164 days in 1998, 77 days in 1999, 251 days in 2000 and 117 days in 2001. Work performed by Naveen Kumar was of casual in nature. There was no regular work for his employment. Since there was no job, hence his services were dispensed with on 30-6-2001.

8. Work of seasonal in nature would certainly appear to imply dependence on nature, over which

obviously neither the employer nor the employees, in a given industrial establishment, has any control. Period of work in a normal year, in a given industrial establishment, is another factor to ascertain as to whether the work performed was of seasonal in nature. Whether the period of work is controlled by seasonal conditions, would be a factor for consideration, yet another factor relevant is the pattern of employment of labour in that industrial establishment. Even when particularly no work could be carried on in an industrial establishment, when seasonal conditions necessitated virtual stoppage of work, a skeleton establishment will necessarily have to be kept on. A body of workers, who are working only for a particular season of the year, in an industrial establishment would be termed as "seasonal employees". A seasonal workman is engaged in a job which lasts during a particular season only, while a temporary workman may be engaged either for a work of temporary or casual nature or temporarily for work of a permanent nature, but a permanent workman is one, who is engaged in a work of permanent nature only. A distinction between the permanent workman engaged on a work of permanent nature and a temporary workman engaged on a work of permanent nature is in fact, that a temporary workman is engaged to fill in a temporary need of extra hands of the permanent jobs. Thus when a workman is engaged on a work of a permanent nature which lasts throughout the year, it is expected that he would continue there permanently, unless he is engaged to fill in a temporary need. Therefore, a workman is entitled to expect permanency of his service. Law to this effect was laid by the Apex Court in *Jaswant Sugar Mill* [1991 (1) LLJ 649].

9. As per facts projected by the parties, National Anti Malarial Programme, now known as National Water Born Disease Programme, is being run by Ministry of Health and Family Welfare, Nirman Bhawan, New Delhi. Shri Ram Parkash Pal highlights that renovation work was going on in their office from 1997 till 2001. There are about 35-40 rooms in their office. For renovation work, they used to employ 8-10 casual labours in summer season and 3-4 casual labours in other season. The claimant was employed to shift furniture from one room to another room or to the record room. He was not engaged to carry out programme being run by Ministry of Health and Family Welfare, Nirman Bhawan, New Delhi to eradicate malaria. Work of renovation of the office building was not depending on nature which was beyond the control of the management. It was not such a work which may cease in a particular season or grow up in other season. Vagaries of nature were not to control the work. Renovation work may be undertaken periodically but not in a particular season. It may be a work of temporary in nature. Therefore, engagement of claimant to help the management in renovation work of its office cannot be termed as engagement against a seasonal work. The management has not been able to project that the claimant was engaged against a work of seasonal in nature. Issue is therefore, answered in favour of the claimant and against the management.

Issue No. 2

10. Naveen Kumar swears in his testimony that he was employed as grade IV employee by the management on 15-9-1997 on daily wage basis. He was paid @ Rs. 70.40 per day initially, while at the time of his retrenchment his wages were Rs. 111.60p per day. Ex. WW1/1 to Ex. WW1/34 are muster rolls for casual labours, which depict release of his wages. When Ex. WW1/1 to Ex. WW1/34 were closely perused it came to light that the claimant was paid wages for actual days of his work in the respective months for which he worked with the management.

11. Shri Ram Prakash Pal projects that the claimant worked as casual worker with the management for 59 days in 1997, 164 days in 1998, 77 days in 1999, 251 days in 2000 and 117 days in 2001. He was paid his wages on daily wage basis. Work performed by Naveen Kumar was of casual in nature. There was no regular work for his employment, hence no appointment letter was issued to him. He however, concedes that his services were engaged through employment exchange. Out of facts projected by both parties, it is crystal clear that the claimant was engaged on daily wage basis by the management. He worked intermittently and was paid for actual days of his work in a particular month. Except year 2000, he had not rendered continuous service of 240 days in any calendar year. Therefore, it is concluded that the claimant was engaged on daily wage basis by the management. Issue is answered accordingly.

Issue No. 3

12. Ram Parkash Pal concedes in his testimony that the claimant was engaged through employment exchange. His name was sponsored by employment exchange as a casual labour, on demand raised by the management. He unfolds that the management used to employ casual workers through employment exchange for 8-9 days period. The management used to take service of the claimant for shifting of furniture of record room to another rooms. Renovation work was going on in the office of the management from 1997 till 2001. There were 35-40 rooms in the office of the management. In summer season, they used to employ 8-10 casual workers while in other season they employed 3-4 workers. As and when name of the workman was sponsored by the employment exchange, he was taken on casual duties. He disputes the proposition that name of the workman was sponsored by the employment exchange only once and thereafter, he worked continuously with the management.

13. The management opted not to produce appointment letters issued in favour of the claimant, as and when he was engaged at intermittent periods. It was not shown that the claimant was engaged against a specific

work for a specific period. It has been simply testified by Shri Ram Parkash Pal that the claimant was engaged by the management in case of exigencies. He concedes that the claimant had worked for 251 days in the year 2000. On that aspect the claimant also projected those very facts. Therefore, it is evident that the claimant had continuously worked for more than 240 days in the year 2000. Shri Pal admits that since June 2001 till July, 2000, the claimant had rendered 240 days continuous service with the management.

14. "Continuous Service" has been defined by Section 25B of the Industrial Disputes Act, 1947 (in short the Act). Under sub-section (1) of the said section, "continuous service for a period" may comprise of two period viz. (i) uninterrupted service, and (ii) interrupted service on account of (a) sickness, (b) authorized absence, (c) an accident, (d) a strike which is not legal, (e) a lock out, and (f) a cessation of work that is not due to any fault on the part of the workman, shall be included in the "continuous service". Sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not in "continuous service" within the meaning of clause (1) for a period of one year or six months, he shall be deemed to in continuous service for that period if an employer if he has actually worked for the days specified in clauses (a) and (b) thereof. In *Vijay Kumar Mahto* (1968 Lab.I.C. 1180) it was held that one year's period contemplated by sub-section (2) furnished a unit of measure and if during that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year a person had put in at least 240 days of service, then he must get the benefit conferred by the Act. Consequently, an enquiry has to be made to find out whether the workman has actually worked for not less than 240 days during a period of 12 calendar months immediately preceding the retrenchment.

15. At the cost of replication, it is said that Naveen Kumar was retrenched on 30-6-2001. Management no where claims that his service was interrupted for any reasons other than those detailed in sub-section (1) of Section 25B of the Act. He rendered more than 240 days continuous service during the period of 12 calendar months immediately preceding the date of his retrenchment viz. 30-06-2001. His case is covered within the definition of "continuous service" as enacted in Section 25-B of the Act. Therefore, it is appropriate to conclude that Naveen Kumar acquired status of an industrial employee, on rendering continuous service of 251 days with the management.

16. The management nowhere project that workman sought voluntary retirement from service, or he reached the age of superannuation and was made to retire.

Though a claim has been made that the management used to engage casual employees for a period of 89 days only, yet no evidence was brought on the record to show that the claimant was engaged for a particular period. No evidence could be brought that services of the claimant came to an end on non renewal of term of contract of employment. His services were not done away on the ground of his continued ill health. Consequently termination of his service amounts to retrenchment within the meaning of Section 2(oo) of the Act.

17. Naveen Kumar projects that his services were dispensed with abruptly on 30-6-2001. Management nowhere presents that notice or pay in lieu thereof was given to Naveen Kumar while terminating his services. Retrenchment compensation was not paid to him. The management was under an obligation to pay him compensation for retrenchment. Payment of retrenchment compensation is a condition precedent to a valid order of retrenchment. Precedents in Bombay Union of Journalists case [1964 (1) LLJ 351], Adaiswar Laal (1970 Lab.I.C.936) and B. M. Gupta [1979 (1) LLJ 168] announce that subsequent payment of compensation can not validate an invalid order of retrenchment. As retrenchment compensation was not paid to the claimant, consequently action of the management falls within the mischief of Section 25-F of the Act. His retrenchment is held to be wrongful.

18. Shri Ram Parkash Pal deposed that the claimant was engaged to work as a casual labour, when renovation work was going on in the office of the management. He unfolds that the renovation work continued from 1997 till 2001. According to him, now there is no job for casual labour, available with the management. Facts testified by Shri Pal were not dispelled by the claimant. On the other hand it emerges over the record that though name of the claimant was sponsored by the employment exchange as a casual labour yet no recruitment rules were followed at the time of his engagement. No evidence worth name has come over the record that the claimant was selected amongst the other eligible candidates, whose names were sponsored by the employment exchange. Whether instructions as to claim of reservation for S.C./S. T. were followed, is a misty. Therefore it is emerging over the record that the claimant was engaged dehors the recruitment rules.

19. In Uma Devi (2006 (4) SCC 1) the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the court declined the submissions of the workmen to be made permanent on the posts which were held by them in

temporary or adhoc capacity for a fairly long spell. The Court ruled thus:

“With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court, in our view, is bound to insist on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent- the distinction between regularization and making permanent was not emphasized here- can only encourage the State, the model employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in *Piara Singh* [1992 (4) SCC 118] is to some extent inconsistent with the conclusion in para 45 of the said judgement therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all ad-hoc, temporary or casual employees engaged without following a regular recruitment procedure should be made permanent.”

20. Taking note of some of recent decisions, the Apex Court held that the State does not enjoy a power to make appointments in terms of Article 162 of the Constitution. The Court quoted its decision in *Girish Jyanti Lal Vaghela* (2006 (2) SCC 482) with approval wherein it was ruled thus.

“The appointment to any post under the State can only be made after a proper advertisement has been made inviting applications from eligible candidates and holding of a selection by a body of experts or a specially constituted committee, whose members are fair and impartial, through a written examination or interview or some other rational criteria for judging the inter se merit of candidates who have applied in response to the advertisement made. A regular appointment to the post under the State or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting applications from the employment exchange, where eligible candidate get their names registered. Any regular appointment made on a post under the State or Union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under Article 16 of the Constitution”.

21. In *P. Chandra Shekhara Rao and Others* [2006 (7) SCC 488] the Apex Court referred *Uma Devi's* case (supra)

with approval. It also relied the decision in *Uma Rani* [2004 (7) SCC 112] and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the appointments have been made in contravention of the statutory rules. In *Somveer Singh* [2006 (5) SCC 493] the Apex Court ruled that appointment made without following due procedure cannot be regularized. In *Indian Drugs & Pharmaceuticals Ltd.* [2007 (1) SCC 408] the Apex Court reiterated the law and announced that the rules of recruitment can not be relaxed and court can not direct regularisation of temporary employees de hors the rules, nor can it direct continuation of service of a temporary employee (whether called a casual, ad-hoc or daily rated employee) or payment of regular salaries to them.

22. In *Uma Devi* (supra) it was laid that when a person enters a temporary employment or get engagement as contractual or casual worker and the engagement is not based on a proper selection as recognized by the relevant rules or procedure, he is aware of the consequence of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed for the post when an appointment to the post could be made only by following a proper procedure or selection in any concerned cases, in consultation with the public service commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek relief of being made permanent in the post. In view of those precedent neither continuance nor regularisation of services of the claimants can be ordered.

23. Mere completion of 240 days service in a calendar year does not confer any right on an employee to claim regularization in service. In *B. N. Nagarajan* (1979 (4) S.C.C. 507), the Apex Court construe the words, "regular" or "regularization" ruled that these words do not connote permanence and cannot be construed so as to convey an idea of the nature of tenure of appointments. These terms are calculated to condone any procedural irregularity and are meant to cure only such difficulties as are attributable to methodology followed in making the appointments. In *Anil Kumar Mishra* (2005 (5 S. C. C. 122), the Apex Court ruled that completion of 240 days work does not confer right to claim regularisation under the Industrial Disputes Act (it merely imposes certain obligations on employment at the time of termination of services of an employee). In *Manoj Srivastava* (2006 (2) SCC 702) the Apex Court considered the catena of decisions over the subject and

reiterated that only cause that a person had been working for more than 240 days he does not derive any legal right to be regularized in services. The same view was reiterated in *Ganga Dhar Pilai* (2007 (1) S. C. C. 533).

24. Whether a daily wager is vested with a right to claim regularization, was a proposition with which Apex Court was confronted in *Indian Druges and Pharmaceuticals Ltd.* (2007 (1) S. C. C. 408). The Apex Court ruled that no such right accrues in favour of a casual labour on completion of 240 days of continuous service. It would be expedient to re-produce observations made by the Apex Court, which are extracted thus:-

"Thus it is well settled that there is no right vested in any daily wager to seek regularization. Regularisation can only be done in accordance with the rules and not de hors the rules. In case of *E. Rama Krishnan and others Vs. State of Kerala and others* (1996 (10) S. C. C. 565) this court held that there can be no regularization de hors the rules. Same view was taken in *Dr. Kishore Vs. State of Maharashtra* (1997 (3) S. C. C. 209) and *Union of India and others Versus Bishamber Dutt* (1996 (II) S. C.C. 341). The direction issued by the services Tribunal for regularizing the services of the persons who had not been appointed on regular basis in accordance with the rules was set aside although the petitioner had been working regularly for a long time.

In *Dr. Surinder Singh Jamwal and another vs. state of Jammu and Kashmir and others* (AIR 1996 S. C. 2775) it was held that ad-hoc appointment does not give any right for regularization as regularization is governed by the statutory rules".

25. When retrenchment of the claimant was found to be violative of the provisions of Section 25-F of the Act and his reinstatement cannot be ordered since it would amount to back door entry in the government job in that situation he is entitled for compensation. No definite yardstick for measuring the quantum of compensation is available. In *S. S. Shetty* (1957 (11) LLJ 696) the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in lieu of reinstatement, in the following words:

"The industrial Tribunal would have to take into account the terms and conditions of employment, the tenure of service the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exist or of the workman being awarded various benefits including

reinstatement under the terms of future awards by industrial Tribunal in the event of industrial disputes arising between the parties in future. In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award.

Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to make as correct as estimate as is possible bearing of course in mind all the relevant factors pro and con".

26. A Divisional Bench of the Patna High Court in *B Choudhary Vs. Presiding Officer, Labour Court, Jameshedpur* (1983) Lab I. 1755 (1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz., (i) the back wages receivable, (ii) compensation for deprivation of the job with future prospect and obtainability of alternative employment; (iii) employee's age (iv) Length of service in the establishment, (v) capacity of the employer to pay and the nature of the employer's business (vi) gainful employment in mitigation of damages; and (vii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to *Tabesh Process, Shivakashi* (1989 Lab. I. C. 1887).

27. In *Assam Oil Co. Ltd.* [1960 (1) LLJ 587] the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her own earning in the alternative employment and ordered that "it would be fair and just to direct the appellant to pay a substantial sum as compensation to her. In *Utkal Machinery Ltd.* [1966 (1) LLJ 398] the amount of compensation equivalent to two years salary of the employee awarded by the Industrial Tribunal was reduced by the Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In *A. K. Roy* [1970 (1) LLJ 228] compensation

equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In *Anil Kumar Chakaraborty* [1962 (11) LLJ 483] the Court converted the award of reinstatement into compensation of a sum of Rs. 50000 as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In *O. P. Bhandari* [1986 (11) LLJ 509]. The Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 years salary as reasonable. In *M. K. Aggarwal* (1988 Lab I. C. 380), the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In *Yashveer Singh* (1993 Lab. I. C. 44) the court directed payment of Rs. 75000 in view of reinstatement with back wages. In *Naval Kishor* [1984 (11) LLJ 473] the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In *Sant Raj* [1985 (11) LLJ 19] a sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In *Chandu Lal* (1985 Lab. I. C. 12225) a compensation of Rs. 2 lac by way of back wages in lieu of reinstatement was awarded. In *Ras Bihari* (1988 Lab. I. C. 107) a compensation of Rs. 65000 was granted in lieu of reinstatement since the employee was gainfully employed elsewhere. *V. V. Rao* (1991 Lab I. C. 1650) a compensation of Rs. 2.50 lac was awarded in lieu of reinstatement.

28. As testified by the claimant and conceded by *Shri Ram Parkash Pal*, the claimant worked as casual labour with the management in 1997, 1998, 1999, 2000 and 2001. When there was no work for him his services were disengaged. Considering all these aspects that the claimant rendered service to the management at intermittent period and continuous service for more than 240 days from June, 2001 to July, 2000, a compensation of Rs. 15000 can be awarded to the claimant for his wrongful retrenchment.

Issue No.4

In view of the foregoing discussion it is concluded that the claimant is not entitled for reinstatement in the service of the management, since it would amount to back door entry in Government job. His retrenchment was in violation of the provisions of Section 25-F of the Act. Consequently a compensation of Rs. 15000 is awarded to him, which would be paid by the management within a period of one month from the date of operation of the award. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

DATED: 6-5-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 25 मई, 2010

का.आ. 1553.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं पी.जी.आई. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण /श्रम न्यायालय नं.1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 275/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2010 को प्राप्त हुआ था।

[सं. एल-42012/212/2003-आईआर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 25th May, 2010

S.O. 1553.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.275/2004) of Industrial Tribunal-cum-Labour Court No.1, Chandigarh as shown in the Annexure in the employers in relation to the Industrial Dispute between the management of P.G.I. and their workmen, which was received by the Central Government on 21-5-2010.

[No. L-42012/212/2003-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, I,
CHANDIGARH.

Case I.D. No.- 275/2004

Shri Baldev Singh,
S/o Shri Dayal Chand,
Village Hallomajra,
U.T. Chandigarh

... Applicant

Versus

- (1) The Director, PGI,
Post Graduate Institute of Medical Education &
Research, Chandigarh.
- (2) The Superintending Engineer,
PGI, Chandigarh.

... Respondents

APPEARANCES

For the Workman : Shri Ashok Kumar.

For the Management : Shri N.K. Zakhmi.

AWARD

Passed on:- 13-5-10

Government of India vide notification no. L-42012/212/2003-IR(CM-II), dated 29-07-2004 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following Industrial Dispute for adjudication to this Tribunal.

"Whether the action of the management of PGI, Chandigarh in terminating the services of Sri Baldev Singh Ex-Beldar/Mali w.e.f. 15-10-2001 is legal and justified? If not, to what relief the said workman concerned is entitled?"

After receiving the reference parties were informed. Parties appeared and filed their respective pleadings. It is the contention of the workman that he was engaged with the management of respondent PGI as daily waged worker on 4-11-1996 and has worked as such with the management up to 14-10-2001. His services were illegally and arbitrarily terminated on 15-10-2001 without notice, one month wages in lieu of notice or without payment of retrenchment compensation. No enquiry was conducted before terminating his services. He has completed 240 days of service in the preceding year from the date of his termination. Juniors to him were retained in the service. New hands were recruited without affording him the opportunity to work. On the basis of the above contention, the workman has prayed for setting aside the termination order and for consequential order regarding the reinstatement of his services with other consequential benefits.

The management of the bank appeared and raised the preliminary objections. As per the contention of the management, the reference was wrongly referred. Central Government was not the appropriate Government in the matters relating to the PGI. It has also contended by management that he was not appointed as per rules and it was a back door entry. PGI is having its own selection process and the procedure was not adopted and followed in case of the appointment of the workman. On merits, it is admitted by the management that workman was engaged as daily waged worker but it is denied that he has completed 240 days of work in the preceding year from the date of his termination. It is also denied that any junior to him was retained in the services and new hands were recruited without providing him the opportunity to work.

Both of the parties were afforded the opportunity for adducing evidence. The workman filed his affidavit and he was cross-examined by learned counsel for the management. Likewise, Shri Dev Raj Singh, Assistant Engineer PGI filed his affidavit on behalf of the management and he was cross-examined twice on 11-7-07 and 9-7-2008 by learned counsel for the workman. Parties were heard at length. I have perused the entire materials on record. The management has also filed the copy of the vouchers by which the payment of wages was made good to the workman. Original vouchers were also placed before this Tribunal during the cross-examination of the management witness. So far as the preliminary objections raised by the management are concern, the place of location of industry is not important for the appropriate Government. The nature of work discharged by the institution, financial assistances give by the Government and the control over the

management are the prime factor to decide which is the appropriate Government and competent to make the reference? Considering the nature of work carried on by the management of PGI and considering almost the fact that it is funding from the Central Government and as stated during the course of the arguments administered by the Central Government as well, I am of the view that for PGI, Central Government is the appropriate Government for making any reference.

This issue was not later on pressed but during the course of the arguments it was discussed and on the basis of the information gathered by this Tribunal during arguments the preliminary objection is disposed off that the appropriate Government in this case is the Government of India.

There are two contentions taken by the workman that he has completed 240 days of work in the preceding year before the date of his termination. His services were terminated without notice, one month wages in lieu of notice and without payment of retrenchment compensation. Another contention is regarding Section 25 H of the Act. So far as the Section 25 F is concern, the workman has to prove that he has completed 240 days of work in the preceding year from the date of his termination. Some cogent evidence has to be filed and this fact cannot be proved by mere filing affidavit. Cross-examination of the workman proved that he has received the entire wages for the days he has worked. From the cross examination of the workman, it is also proved that payment was made good through muster rolls. He has stated in his cross-examination that he do not remember how many days he has worked in a particular year. The management has filed a detailed statement of working days and the copies of the vouchers. The copy of the attendance register is also on record. From perusal of the statement of working days and the copies of the vouchers, I am of the view that workman has not completed 240 days in the preceding year from the date of his termination. It is not the cumulative days for the entire period which have to be considered for the purpose of protection available under Section 25 F of the Act. For the protection of Section 25 F, it has to be proved by the workman that he has continuously worked for a callendar year, meaning thereby, he had completed 240 days of work in the preceding year from the date of his termination. Thus, the workman failed to prove that he had worked for more than 240 days in the preceding year from the date of his termination. There is no violation of Section 25F. Another issue is regarding the violation of Section 25H of the Act. It is contended by the workman that juniors to him were retained in the services. New hands were recruited. Few names were given by the workman with contention that they were juniors to him. Regarding Kalidas it is contended by the management that he was appointed regularly according to the procedure mentioned in rules. He had never been a daily waged worker. A daily waged worker has no right to post, and accordingly, cannot be compared with the employees recruited as per the procedure laid down in the rules.

Regarding Shri Ramsanjeevan, it is contended by the management that he has worked in PGI as daily waged worker from 4-7-96 to 16-7-96. He was appointed as daily waged worker on 4-7-96, whereas, the workman was appointed as daily waged worker on 4-11-96. Accordingly Shri Ramsanjeevan was senior to the workman. Thereafter, the services of Shri Ramsanjeevan were also terminated. The services of any daily waged worker were not taken after 1998. Thus, the workman has also failed to prove any violation of Section 25H of the Act. Accordingly, there is no force in this reference and the reference is answered with the direction that workman is not entitled for any relief. Let Central Government be approached for publication of award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 25 मई, 2010

क्र.आ. 1554.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण /श्रम न्यायालय नं.1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 267/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2010 को प्राप्त हुआ था।

[सं. एल-22012/494/1999-आईआर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 25th May, 2010

S.O. 1554.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 267/2000) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relations to the management of Food Corporation of India and their workmen, which was received by the Central Government on 21-5-2010.

[No. L-22012/494/1999-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
1, CHANDIGARH.

Case I.D. No. 267/2000

Shri Maru Ram,
S/o Shri Bachan Singh,
Village Banwala,
PO Patran, District-Patiala.

...Applicant

Versus

- (1) The District Manager,
Food Corporation of India, Patiala, Patiala.

.....Respondents

APPEARANCES

For the Workman : Shri R. P. Rana.

For the Management : Shri N. K. Zakhmi.

AWARD**Passed on: 14-5-10**

Government of India vide notification No. L-22012/494/99-IR(CM-II), dated 13-07-2000 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following Industrial Dispute for adjudication to this Tribunal :—

“Whether the action of the management of Food Corporation of India in terminating the services of 24 workers without issuing them any notice and without paying them any retrenchment compensation is legal and justified? If not, to what relief the workman are entitled?”

After receiving the reference parties were informed. Parties appeared and filed their respective pleadings. The case of all the 24 workmen in nut shell is that they have worked directly under the administrative control of the management of FCI for 7 to 24 years. They have completed 240 days of work in each calendar year. Their services were terminated without notice or without payment of one month wages in lieu of notice and without payment of retrenchment compensation. Their juniors were retained in the services. On the basis of the above, the workmen have requested for setting aside the termination order being violation of Section 25 F & 25 H of the Industrial Disputes Act and for consequential order regarding reinstatement with all other benefits.

The Management of respondent appeared and contested the claim of the workman. The preliminary objections was raised that all the 24 workmen, whose identity has not been disclosed by proper particulars, have never worked with the management of respondent FCI. There had been no employer and employee relationship between the management and the workman. On merits, it is contended by the management that none of the workman has completed 240 days of work in preceding year from the date of their termination. No juniors have been retained in the services.

There is one more controversy between the parties that in 1997 contractual labour was converted into DPS labour through TMC (Three Member Committee). At that time juniors to the workman were retained in the services and they were conferred DPS scheme through TMC, whereas the workmen were ignored. This act was denied

by the management with the contention that on implementation of Ishwari Parshad Committee Report, 73 workers were taken has handling labour and 32 taken in ancillary labour rest 41 workers out of total 146 were declared surplus by the management. The name of any of the workmen did not figure in any of the list prepared by the management for implementation of Ishwari Parshad Committee Report for providings DPS status through TMC.

Parties were afforded the opportunity for adducing evidence. Evidence of the workmen Maru Ram, recorded whereas, on behalf of the management Shri Rajinder Kumar Area Manager, FCI put his appearances as a witness and he was cross-examined in detail. All the documents required by this Tribunal after the period of 1995 have been filed by the management. For the period in between 1984 to 1995 management failed to file the documents.

I have heard the parties at length and persued the entire materials on record. It is the contention of the workman that they have worked with the management from 7 to 14 years. On the other hand, it is the contention of the management that these workers had never been engaged or empolyed directly or through contractor by the management. The burden to prove this act lies on then workman that they were engaged/appointed by the management directly and they have completed 240 days of work in the preecedings year from the date of their juniors were retained in the services. They were conferred DPS status, whereas, the right of the workman was not given any heed. There is a difference in fact pleaded and proving the fact. The workmen before this Tribunal is not supposed to prove the fact as per the strict statutoy provisions of the Evidence Act but on the basis of equity good conscios and justice, the workmen have to prove the following facts:—

- (1) They were directly engaged by the management.
- (2) They were under the administrative control of the management.
- (3) They were paid wages by the management.

To prove the above fact it will not be sufficient to file the affidavit. Meaning thereby the oral contents of the pleading will not be sufficient to prove the above facts. Some cogent evidence has to be filed by the workman to prove the above facts.

After hearing the parties and perusing the entire materials on record, I am of the view that workman have utterly failed to established the above facts. I am reaching to the conclusion that workman have utterly failed to establish above facts on the following grounds:

- (1) The workmen have failed to establish the proper identity by giving full particulars before this Tribunal. The workmen have just enclosed a list containing the name of employees, as the case may be, of all the 24 persons. Full particulars have not been provided with to the Tribunal.

- (2) If it is considered that from the legal notice given to the management under the provisions of the Industrial Disputes Act, for raising the dispute before ALC, the identity of the workman is disclosed, the workman have failed to establish when they were engaged by the management. It will not be sufficient to say before this Tribunal that they have worked 7 to 24 years with the management. In his cross-examination, PW I has stated that he does not know for how many days he has worked with the management but he has stated that he had not worked at all from 1995 to 1999. This witness Maru Ram, who has deposed for all the co-workers, has also deposed that particulars of working days and work done by every individual worker has been given in his statement of claim. I am unable to trace out the details in pleadings.
- (3) The workmen have failed to file any cogent evidence regarding their working with the management. On the other hand, the management has filed the documents from 1995 to 1997. The DPS was enforced in the year 1997. Thus, from the date of implementation of the DPS scheme documents preceding two years have been filed by the management and name of the workman did not figured in any of the document.
- (4) It is the contention of the workmen that their services were terminated in the year 1997. Thus, all the documents relating to all the workers who are working in the office in question in preceding two years from the date of implementation of the DPS scheme have been filed. At the cost of repletion the name or the workman did not figured in any of the documents.
- (5) Before granting the DPS status, the department was supposed to have some exercise to sought out the list on which DPS status was conferred. It was on the basis of the list provided by the contractor that DPS status was conferred. I am unable to trace out the name of the workmen in any of the document filed by the management for the period in between 1995 to 1997, for which period the workman have claimed to work with the management.
- (6) The management has failed to file the document from 1985 to 1995. It is the contention of the management that during the flood of 1993 most of the documents were destroyed up to 1993. The documents which were destroyed in the flood are to 1993 but not of 1994. The failure of the management to file the document for the year 1984 and 1995 will not affect because the contention of the workman is that they have worked with the management up to 1997 and all the documents

relating to the workers who had worked with the management in between 1995 to 1997 have been filed by the management. Thus, it is not open for this Tribunal to take any inference for non filing all the documents for the period of 1985 to 1995.

If the entire evidence oral and documentary and the pleadings are cumulatively considered, the workman have failed to prove that they were directly engaged by the management, they were under the administrative control of the management and they were paid the wages by the management. The workmen have also failed to prove that their juniors were retained and granted DPS status by the management. Thus I am unable to smell any violation of Section 25 F and 25 H of the Act. The workmen are not entitled for any relief. The reference is accordingly answered. Let Central Government be approached for publication of award and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 25 मई, 2010

का.आ. 1555.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एंव एस.सी.सी. एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, गोदावरीखानी के पंचाट (संदर्भ संख्या 45/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2010 को प्राप्त हुआ था।

[सं. एल-22013/1/2010-आईआर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 25th May, 2010

S.O. 1555.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.45/2006) of Industrial Tribunal-cum-Labour Court, Godavarikhani as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workmen, which was received by the Central Government on 21-5-2010.

[No. L-22013/1/2010-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CHAIRMAN, INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
GODAVARIKHANI**

PRESENT: Shri B.Radha Krishnaiah, B.A.,B.L., judge,
Family Court-cum-Addl. District judge,
Karimnagar. Fac Chairman-Cum-Presiding
Officer, Labour Court, Godavarikhani.

Friday, this the 30th day of April, 2010.

Industrial Dispute No.45 of 2006

BETWEEN

Gogula Lingaiah,
S/o Gangaiah, Aged: About 38 years,
Occu: Coal Filler
R/o Jangoan,
Presently residing at Singareni High School
VIII ward, Ganga Nagar, Godavarikhani.

....Petitioner/workman

AND

- (1) The Colliery Manager, Five Incline, SCCL, Godavarikhani.
- (2) The General Manager, RG-1, Ramagundam, Godavarikhani, SCCL, Godavarikhani.
- (3) The Managing Director, Singareni Collieries Company Ltd., Kothagudem, Dist: Khammam.

....Respondents/Management

This Industrial Dispute is coming on before me on 9-4-2010 for final hearing, upon perusing the claim petition, counter and other material papers on record and upon hearing the arguments of Sri S. Bhagawanth Rao, advocate for the petitioner and Sri D. Krishnamurthy, Standing Counsel for the respondents, and the matter having stood over before me for consideration till this day, the Court passed the following:—

AWARD

(1) This is a petition filed by the petitioner/employee against the Respondents/Management U/s 2-A(2) of Industrial Dispute Act, 1947 challenging the orders of removal passed against him.

(2) The case of the petitioner is that he was appointed as an employee of Singareni Collieries Company Limited on 1-2-1990. He discharged his duties to the fullest satisfaction of the superiors till he was removed from service in the year 2003. The petitioner's services were governed by various regulations of standing orders of the company. When an enquiry was ordered against him, no charge sheet was served on him and no proper enquiry was conducted. A paper publication was given and it was not within the knowledge of the petitioner and he was not given any opportunity to cross-examine the witnesses.

After terminating the services of the petitioner, the management has issued a memo of settlement, dated 20-08-2004 to review the cases involving the nature of absenteeism. The petitioner was absent only for 15 days in the year 2002, yet he was removed from service on 6-7-2003. The petitioner preferred appeal to the third respondent, but there was no response. When the third respondent issued a circular to review the case of absenteeism through settlement memo, dated 20-8-2004, the petitioner applied for getting an employment in the company. The petitioner attended before the Enquiry High Power Committee, Head Office, Kothagudem on 21-4-2005. Though the third respondent

provided employment to the fifty persons. After review their cases on recommendations, the case of the who is not having any political basis was not considered. Therefore, the petitioner has approached the Tribunal and filed this petition.

(3) The second respondent who is General Manager of Ramagundam Area of Singareni Collieries Company Limited filed the counter which is adopted by first respondent and third respondent. The case of the second respondent is that the petitioner has to approach the Industrial Tribunal-cum-Labour Court established at Hyderabad which started functioning from 29-12-2000 for adjudication of the Industrial Dispute and the present petition is not maintainable. The petitioner has failed to exhaust the conciliatory procedure as laid down in the Industrial Dispute Act and filed the present petition before this Tribunal U/s 2-A(2) of the Industrial Dispute Act, 1947 as amended by A.P. Amendment Act, 1987 (Act No. 32 of 1987). As the appropriate Government for coal mining industry is the Central Government, the State Amendment is not applicable to the respondents and the petition is not maintainable.

It is true the petitioner was appointed in the respondents company on 19-12-1990. The petitioner remained absent on number of days and put in only 68 musters during the calendar year 2000; as such, a charge sheet, dated 9-5-2001 was served on the petitioner under Company's Standing Order No. 25.25 for his habitual late attendance and habitual absence from duty without sufficient cause. The petitioner is put to strict proof that without conducting proper enquiry, the report was submitted and he was not given an opportunity to prove his case. The enquiry notice dated 14-5-2001 was issued to the petitioner fixing the enquiry date on 23-5-2001 and he was advised to attend the enquiry along with witnesses if any and defend his case. The petitioner participated in the enquiry held on 23-5-2001 and he was given full and fair opportunity to defend himself in the enquiry. The petitioner did not prefer to have the assistance of a defence assistant. He did not want to cross-examine the Management witnesses. All the documents verified by the Enquiry Officer in the presence of the petitioner which were produced by the respondent company, the petitioner admitted that he received the charge sheet on 9-5-2001 and enquiry notice dated 14-5-2001. He also accepted that he did not submit any explanation and further admitted that he was absent from duty as shown in the charge sheet except on 1-2-2000, 1-3-2000 and on 30-3-2000 as he suffered from jaundice and also due to pains in legs and hands. The petitioner did not inform the reason for his absence from duty to the office of S.O.M., Godavarikhani, 5th Incline. The petitioner did not produce any documentary evidence. Basing on the un rebutted evidence of Management witnesses and the voluntary admissions made by the petitioner, it was clearly proved that the petitioner was

absented from duty as mentioned in the charge sheet except on 1-2-2000, 1-3-2000 and on 30-3-2000 and he put in only 68 musters during the year 2000 which amounts to misconduct under Company's standing order No.25.25. The charge sheet levelled against the petitioner was proved beyond doubt. The show-cause notice dated 18-12-2001 along with copies of enquiry report and proceedings were sent to the last address of the petitioner. The same were returned undelivered by postal authorities. Then the notice was published in Telugu daily News paper i.e. Vaartha on 27-7-2002 advising the petitioner to obtain enquiry proceedings and enquiry report from the office of Deputy C.P.M., Ramagundam-I and submit a representation if any. After publication, the petitioner came to the office of Personal Manager, Ramagundam and received the show cause notice dated 18-12-2001 and also copies of enquiry proceedings and report. He submitted a representation to the show cause notice received on 7-8 2002. As the same was found not satisfactory, and as the petitioner did not improve his attendance, after issuing charge sheet, the Management was constrained to dismiss the petitioner from service with effect from 6-7-2003 vide orders dated 2-7-2003.

In the settlement arrived at between the Management of Singareni Collieries Company and their workmen represented by the Singareni Coal Mines Labour Union (INTUC), the Recognized Union, eleven unresolved cases were settled and it was resolved that as one time measure, all the dismissed workmen from 1-1-2000, on account of absenteeism should be reviewed and an opportunity is to be provided to them to rectify their mistakes and work with improved efficiency. The Management could not settle the said demand of the workmen as the Management has taken disciplinary action against the chronic absentees in accordance with the procedure laid down under the Company's Standing Order, as the Company was burned with surplus man power and it was not possible for the company to consider the request of the Union. In view of the persistent request of the Recognized Union, the Company offered to examine the cases of those workmen who were dismissed on account of absenteeism during the period from 1-1-2000 to 30-6-2004 by High Power Committee headed by Director (PA & W). With the same criteria that was observed while reviewing the cases of Ex workmen dismissed on account of absenteeism during the earlier periods, the petitioner who was dismissed during the period from 10-1-2000 to 30-6-2004 was also called for interview along with others. As he did not got any merit, he was not considered for re-installation. The mere calling for interview does not confer any right for appointment. In the said circumstances, the petition may be dismissed with costs.

(4) A memo was filed by the counsel assisting the petitioner U/s 11-A of the Industrial Dispute Act, 1947

saying the petitioner is not disputing the legality of the enquiry conducted by the Management; therefore, the Hon'ble Court may decide the matter U/s 11-A of Industrial Dispute Act, 1947. Therefore, framing of preliminary issues with regard to whether the enquiry conducted according to the procedure was dispensed with.

(5) Exs.W-1 to W-3 were marked on behalf of the petitioner, and Exs.M-1 to M-11 were marked on behalf of the respondents company. On 19-3-2010, arguments of petitioner's counsel heard and on 9-4-2010, arguments of respondents' counsel heard and the Industrial Dispute petition is posted to 30-04-2010 for Award.

(6) Now the point that arises for consideration in this petition is whether the punishment of removal imposed on the petitioner for his misconduct is disproportionate to his misconduct? If so what is the relief that can be given to the petitioner ?

(7) POINT: Ex.M.1 is the charge sheet giving the details of the petitioner's absent from duty from January 2000 to December 2000 stating in the year 2000, the petitioner has put in only 68 musters and he was in the habit of absenting from work frequently and such kind of absenteeism amounts to misconduct under the Company's Standing Orders No.25.25 which reads as follows :

"Habitual late attendance from duty without sufficient cause".

Under Ex.M-2, the petitioner received the said charge sheet and when enquiry was constituted, the Enquiry Officer was appointed and the petitioner also received Ex.M-3 enquiry notice under Ex.M-4 acknowledgment. Ex.M-5 enquiry proceedings shows he has participated in the enquiry. When Management witnesses were examined and when he was given an opportunity to cross-examine the witnesses and also to have the assistance of a co-worker during the enquiry, the petitioner has stated that he did not want any assistance from any co-worker and he did not have any objection to record the enquiry proceedings in English and he put his signature. When the management witnesses were examined, then the petitioner was given an opportunity to cross-examine the management witness Sri G. Sathaiah. The petitioner has stated that he did not have questions to cross-examine the Management witness Sri G. Sathaiah and also record no doubts in respect of the documents produced by Sri G. Sathaiah. The same was recorded and the signature of petitioner was taken. He has stated the same when another witness Sri B. Ramaswamy, the witness for the Management, was examined. Then the petitioner himself was examined and he gave a statement admitting that he was absented from duty on the dates mentioned in the charge sheet except on 1-2-2000, 1-3-2000 and on 30-3-2000 as he suffered from jaundice and due to

pains in legs and hands and he did not inform the reasons for his absence to the Officer who is S.O.M., Godavarikhani, 5th Incline and he did not have any documents to submit during the enquiry.

(8) So, on perusal of oral and documentary evidence, the Enquiry Officer submitted his report under Ex.M-6 giving a finding that the charge against the petitioner stand proved that he was in the habit of attending late and he was in the habit of absenting from duty without sufficient cause. Then he was issued show cause notice under Ex.M-7 along with enquiry report etc. and when it could not be served on him, a publication was made in Vaartha Paper Daily on 27-7-2002. Then he visited the office and received the show cause notice and other documents under Ex.M-9 acknowledgement. Then he offered his explanation under Ex.M-10 to the show cause notice. Then after considering his explanation, the Chief General Manager, Ramagundam issued office order, dated 2-7-2003 under Ex.M-11 dismissing the petitioner from service with effect from 6-7-2003.

(9) The charge against the petitioner was that he was in the habit of giving late attendance and he was also in the habit of absenting from duty without sufficient cause was also stood proved in the enquiry. The petitioner was appointed in the year 1990. After putting service of 10 years, in the year 2000 only, he could not show minimum number of musters, and in the year 2000, he could secure only 68 musters and again in the year 2001, he got 104 musters, but in the year 2002, again he was absented from duty. He was charge sheeted for his unauthorized absence during the year 2000. Ex.M-1 charge sheet was also served on the petitioner on 9-5-2001. In the year 2001, the petitioner could secure 104 musters. When the enquiry was going on, again, in the year 2002, he stopped attending the work and the petitioner did not give any explanation. Even when he was examined by the Enquiry Officer, even before the Enquiry Officer also, he did not give the reason for his absenteeism.

(10) The record shows from 1990 to 1999 the petitioner worked and secured minimum musters and in the year 2000, he could secure only 68 musters and in the year 2001, he could secure 104 musters and in the year 2002, he could not secure even a single muster and he was ultimately dismissed from service on 6-7-2003. Now the question is whether the order of dismissal under Ex.M-11, dated 2-7-2003 dismissing the petitioner from service with effect from 6-7-2003 is proportionate to his misconduct or disproportionate to his misconduct.

(11) Absenting from duty without giving information to the concerned authorities and without applying for any leave certainly amounts to misconduct. Under the Company's Standing Order No. 25.25, if a worker is found

to be absenting from duty very frequently unauthorizedly without any information, that amounts to misconduct and he can be removed from service, as if the workers absented from duty unauthorizedly who are engaged in production of coal from the mines, then it will have its own chain effect of producing less quantity of coal and on account of which, the Company may not be in a position to supply coal to the Industries which are in need of coal to run the Industries.

(12) When there was a conciliatory meeting between the Recognized Union of Singareni Colliery Workers and the respondents Management the Labour Commission (Central), Hyderabad, the Management offered to examine the cases of those workmen who were dismissed on account of absenteeism during the period from 1-1-2000 to 30-6-2004 by High Power Committee. The petitioner's absenteeism falls within the period from 1-1-2000 to 30-6-2004. In the year 2000, the petitioner could not secure minimum musters and in 2002 also. An opportunity must have been given to the petitioner and he ought to have been reinstated giving an opportunity for him to rectify himself. But that offer was not given to the petitioner though his case falls under the review made by the High Power Committee of the Management. In my considered view, the order of removal passed under Ex.M-11 removing the petitioner from service with effect from 6-7-2003 is proportionate, but in view of the offer made by the Management to review the cases of the workmen who were removed from service on account of their absenteeism during the period from 1-1-2000 to 30-6-2004, the petitioner must be given an opportunity.

(13) In Scooter India Limited, V/s. Labour Court, Lucknow and others reported in 1988 (1) L.L.N (S.C.) Page 303, the Bench of Hon'ble Supreme Court Judges Sri R. S. Pathak, the Hon'ble Chief Justice, and Justice Sri S. Natarajan held that "even while holding that the enquiry conducted by the company had confirmed the statutory prescriptions and principles of natural justice, the Labour Court is not prevented from modifying the orders passed by the Management with regard to the punishment given to the worker and then the Labour Court has got every U/s 6(2A) of the Uttar Pradesh Industrial Disputes Act, 1947 (corresponding to Section 11-A of the Central Industrial Disputes Act, 1947) to modify the orders passed by the Management and the Labour Court can temper justice with mercy and can give an opportunity to the erring workman to reform himself".

(14) In Thimmaiah V/s. Additional Industrial Tribunal-cum-Additional Labour Court, Hyderabad and another reported in 2002(1) ALD 314 (DB), the Division Bench of our own High Court held that "we are satisfied that there is no failure of justice. The petitioner despite receiving two memos referred to above, did not bother to

report for duty nor offer any explanation for his unauthorized absence. Unauthorized absence is also a form of misconduct under the Conduct Rules. At the same time, the employer can invoke the enabling provisions in the certified standing orders to determine the employment of an employee on the ground of unauthorized absence for a stipulated period continuously without conducting a regular departmental enquiry. The only requirement, even in such a fact situation, is that the termination of services of an employee should be brought about in a fair way and after complying with the principles of natural justice. In the instant case, the requirement of the principles of natural justice is fairly complied with. It is not as if second respondent management straight away issued the orders terminating the services of the petitioner immediately after the petitioner was absented himself for eight consecutive working days. In the said case, the Labour Court on appreciation of oral and documentary evidence found the petitioner guilty of absenting himself unauthorizedly. However, the Labour Court opining that the termination of services of the petitioner vide office order dated 19-11-85 of the second respondent is contrary to the provisions of Sec. 25-F of the Industrial Disputes Act, 1947 (for short the Act), and exercising discretion vested in it U/s 11-A of the Act directed reinstatement of the petitioner into service while denying back wages and continuity of service. The Labour Court however directed that the services of the petitioner should be protected and counted for the terminal benefits only. The Hon'ble Supreme Court has upheld the said order of the Labour Court.

(15) In view of the above citations in my considered view an opportunity must be given to the petitioner and he is entitled to reinstatement into service with certain conditions. The point is answered accordingly.

In the result, this petition is partly allowed, and the order passed by the respondents company under Ex. M.11 order dated 2-7-2003 dismissing the petitioner from service with effect from 6-7-2003 is hereby set-aside. The respondents are directed to reinstate the petitioner into service within 30 days from the date of publication of this award in Gazette, but the petitioner is not entitled to any back wages and attendant benefits, but his continuity of service shall be taken into consideration only for giving terminal benefits.

Dictated to the Stenographer, transcribed by him, corrected and pronounced by me in open Court on this the 30th day of April, 2010.

B. RADHA KRISHNAIAH, Presiding Officer

APPENDIX OF EVIDENCE

WITNESSES EXAMINED

For petitioner/Workman For Respondents/management

Nil

Nil

2156 GI/10—34

EXHIBITS MARKED

For Petitioner/ Workman:—

Ex. W-1 : Letter dated 12-4-2005 issued by S. O. M., Godavarikhani, 5th Incline to the petitioner giving intimation for attending review for re-appointment under memo of settlement, dt. 20-8-2004.

Ex.W-2 : Xerox copy of the dismissal order, dt. 2-7-2003.

Ex.W-3 : Representation of the petitioner made to Chief General Manager, Singareni Collieries Company, Ramagundam area.

For Respondent/ Management:—

Ex.M-1 : Office copy of charge sheet dt. 9-5-2001

Ex.M-2 : Acknowledgement of petitioner to the charge sheet,

Ex.M-3 : Enquiry notice, dt. 14-5-2001.

Ex.M-4 : Postal acknowledgment to the enquiry notice.

Ex.M-5 : Enquiry Proceedings, dt. 23-5-2001.

Ex.M-6 : Enquiry Report, dt. 24-5-2001.

Ex.M-7 : Show cause notice, dt. 18-12-2001.

Ex.M-8 : Paper Publication in Vaartha Telugu Daily News Paper, dated 27-7-2002

Ex.M-9: Acknowledgment, dt. 1-8-2002 to show cause notice.

Ex.M-10: Reply to show cause notice, dt.-08-2002.

Ex.M-11: Dismissal Order Dated 2-7-2003

नई दिल्ली, 26 मई, 2010

का.आ. 1556.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. बी. एम. बी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 218/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2010 को प्राप्त हुआ था।

[सं. एल-42012/2/1990-आईआर(डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 26th May, 2010

S.O. 1556.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.218/2005) of the Central Government Industrial Tribunal-cum-Labour Court No.II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation

to the management of B.B.M.B. and their workmen, which was received by the Central Government on 26-5-2010.

[No. L-42012/2/1990-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, II SECTOR 18-A, CHANDIGARH.

Presiding Officer : SHRI KULDIP SINGH

Case I.D. No. 218/2005

Registered on 3-8-2005

Date of Decision: 18-12-2007

Krishnu Ram through General Secretary, Nangal
Mazdoor Sangh, Nangal—Ropar.

... Petitioner

Versus

Chief Engineer, Bhakhra Dam, Nangal Township, Distt.
Ropar, Punjab,

... Respondent

APPEARANCE

For the Workman : Mr. R. K. Singh Parmar, AR
For the Management : Mr. R. C. Attri. AR

AWARD

The Ministry of Labour, Government of India, vide their order No. L-42012/2/90-IR-DU dated 9th of Nov, 1990 referred the dispute for the adjudication of this tribunal in the terms "Whether the action of the Management of BBMB represented through the Chief Engineer, Bhakra Dam, Nangal in terminating the services of Shri Krishnu Ram S/o Shri Sant Ram w.e.f. 1st of August, 1988 is justified? If not, to what relief the concerned workman is entitled to and from which date?"

The notice of the reference was given to the parties and they appeared through their representatives. The workman filed his statement of claim, the Management their written statement and supported the same with the affidavit of their witness and with photo copies of documents. The workman also produced photo copies of some documents and also filed his affidavit. The workman and the witness of the Management also appeared as witness in the case. The case was at the stage of arguments when the representatives of the workman stated that he does not press his claim for relief. Thus the workman has withdrawn from the prosecution of his claim. Since the parties have lead the evidence in the case and only arguments were left to be addressed, I have considered the case on merits also.

Stated in brief the claim of the workman is that he had served the Management in rainy seasons from the year 1975 to 1987 and during 1988 he was working for the management when on 29-7-1988 he received the message and had to proceed to his native village on hearing the death of his realtions. Since the funeral was to take place at Shimla a distant place, he could not come back before 31st of July, 1988. On 1st of August, 1988 he reported for duty and was allowed to work for two hours, but later on was told that his services have been terminated. At his place another person Tulsi Ram was engaged. Thus the Management disengaged him from service without following the provisions of law. The claim of the Management is that the workman had left the job at his own; that he had been engaged during Monsoon seasons and his engagement ended with the end of season. Since the work on which the workman was detailed was very important as it related to conveying of warnings of inflow of water to the affected states and could not be left unattended therefore, Shri Tulsi Ram was engaged in his place. The workman had left the duty without permission or leave application. They denied that Shri Tulsi Ram was related to any of the regular employees of the Management or that the Management had retained juniors in service and disengaged the seniors.

It is clear from the statement of claim of the workman that he had left the place of his duty on 29th of July, 1988 on hearing about the demands of his relation and could not report for duty till 1st of August, 1988. In his statement before the Tribunal he, however, claimed that he had applied for leave but has failed to produce any evidence that he was not absent from duty but had been on leave. By making such a claim he contradicted his own pleadings in which he no where claimed that he was on leave. The position is very clear that the workman had abandoned his duty and so the Management had to engage another person to get the work, assigned to him, done. The workman admitted that the warning about the inflow of water used to be conveyed to different States. Thus the job was really important and could not be left unattended. For the purposes of this reference it is clear that the Management had not disengagd the workman, rather he himself had abandoned the same. Therefore, he is not entitled to any relief. The reference is answered against him and the award is passed accordingly. Let a copy of the award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

SHRI KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 मई, 2010

का.आ. 1557.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, केन्द्रीय, भावनगर के पंचाट (संदर्भ संख्या.....) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2010 को प्राप्त हुआ था।

[सं. एल-40012/219/2001-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 28th May, 2010

S.O. 1557.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Central Bhavnagar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 28-5-2010.

[No. L-40012/219/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

Exhibit-31

BEFORE SHREE S. S. PANCHAL, INDUSTRIAL TRIBUNAL, CENTRAL, BHAVNAGAR

Reference I. T. C. (New) No. 29 of 2009.

Reference I.T.C. (Old) No. 3 of 2002.

First Party : (1) The Telecom District Manager,
Bharat Sanchar Nigam Ltd. Telecom
Deptt.,
Amreli (Gujarat)-365001.

(2) The Sub Divisional Officer,
(Phones), BSNL.,
Bharat Sanchar Nigam Ltd.
Telephone Exchange,
Amreli (Gujarat)-365001.

V/s.

Second : It's Workman Sh. Hanif Sattarbhai
Party Parmar,

C/o. The Org. Secretary,
The Association of Railway and Post
Employees, 15, Shashi Apartment, Nr.
Anjalee Cinema, Vasna Road,
Ahmedabad (Gujarat)-380007.

APPEARANCES:

Mr. H. N. Andhariya, Advocate for the First Parties,

Mr. V. J. Pamnani, Advocate for the Second Party.

AWARD

1. This Reference was referred to The Industrial Tribunal, Central, Ahmedabad for the adjudication, by the Government of India/Bharat Sarkar, Ministry of Labour/Shram Mantralaya, New Delhi. vide its Office order No. L-40012/219/2001-IR (DU) dated : 1-11-2001. But later on, order below Civil Application No. 2224/2009 dated : 03-09-2009 passed by the Hon'ble High Court of Gujarat, this Reference has been transferred to this Tribunal. The schedule of the dispute is as under :

"Whether the action of the management of Bharat Sanchar Nigam Ltd. (Telecom Department) in terminating the services of Sh. Hanif Sattarbhai Parmar is legal, proper and justified? If not, to what relief the concerned workman is entitled to and what other directions are necessary in the matter?"

2. In the present case first party No. 1 Telecom District Manager, Bharat Sanchar Nigam Ltd. Amreli will be referred as a "first party No. 1", and The Sub Divisional Officer (Phones) BSNL., Telephone Exchange, Amreli will be referred as a "first party No. 2", while concerned workman will be referred as a "Second Party concerned workman."

3. The second party concerned workman has filed his statement of claim vide Ex.-6 and has represented to this Tribunal that, Second Party concerned workman was working as a Casual Labour from 1-07-1993. Second Party concerned workman has worked on the vacant post continuously up to more than 240 days. The Second Party concerned workman had been terminated vide their oral order from 1-5-1995. He had been retrenched without paying any compensation and without any notice, notice pay. After terminating him the First Party has engaged other workmen in their institute. Thus it is an illegal labour practice under Sec. 25(t) of the I.D. Act-1947. And thus it is a clear breach of the Section 25H and 25G of the Industrial Disputes Act-1947. During the time of termination no any other due process of law has been performed by the First Parties. First Party has neither made seniority list nor has it been published. The junior workman has been keeping continuously in the service. While the concerned workman had keep continuously for such a long time as a casual labour. Thus, the aforesaid order of the dismissal is liable to be illegal, malafied and unjustified in the eyes of law and therefore the action of the management in terminating the services of Sh. Hanif Sattarbhai Parmar from 01-05-1995 is illegal and unjustified,

and therefore the action of the management should be declared illegal. In the above-mentioned facts and circumstances of the case, the second party workman has prayed that, the first party may be directed to reinstate the second party workman on his original post with full back wages and continuity of service and with all consequential benefits in the interest of justice.

4. The First Party has given their reply for the Statement of the Claim submitted by the concerned workman, and the First Party has submitted their reply vide Ex-12 and submitted that, the reference made by the Government is bad in law and, therefore, the same deserves to be dismissed on this ground alone. Further the First party has submitted that the statement of claim is against the law and facts of the case hence the reference deserves to be dismissed on this ground also. Further in the written statement the First Party has submitted that, this Tribunal has no jurisdiction to try or right to rule the present Reference case. First party has denied all the facts shown in the Statement of Claim, and further represented that, it is not true that the applicant has worked as Casual Labour since 01-07-1993, and it is not true that the workman was appointed on permanent vacant post. The workman was engaged as Casual Labour purely on daily wage basis by S.D.O.P. Amreli in the year 1993-94. The Telecom Deptt. is not covered under Industrial Dispute Act as per decision of the Hon'ble Supreme Court of India in SLP No. 587-8/92 (IT-1996(2) SC 457 and I.D. Act is not applicable to Telecom Deptt. Therefore, applicant is not entitled for compensation as provided under I.D. Act, Further in the written statement the First Party has submitted that, it is not true that, the workman has worked continuously since his engagement to his termination of service. Further in the written statement the First Party has submitted that, the concerned workman does not possess the requisite educational qualifications. It is not true that Telecom has recruited fresh casual labours but workman has not called for interview. It is not true that the juniors are working. It is not true that workman has worked years together and not given permanent grade. The First Party has submitted so many reported cases of the apex courts in support of their case. Hence, the present Reference is liable to be rejected with the cost to the First Party.

5. The Second Party concerned workman Hanif Sattarbhai Parmar has submitted their affidavit vide Ex. 17, in support of his case and, has been cross examined by the advocate of the First Party. The Second Party Concerned workman has produced their documentary evidence i.e. the Certificates of the presence in the First Party vide Ex. 18. The Second Party concerned workman has submitted his application vide Ex. 16, for the changes of the name of First Party i.e. the Bharat Sanchar Nigam

Limited. Further, in addition to their reference case the Second Party concerned workman has submitted their documentary evidence vide Ex. 27. The second party workman has produced its closing purposes vide Ex. 23 on 17-10-2008.

6. The First party has examined their witness Mr. Amratlal Valjibhai Aya vide Ex. 24. The First Party has produced their closing purposes vide Ex. 29 on 04-02-2010.

7. The Second Party concerned workman has produced their written argument vide Ex. 30. While the First Party made their argument in oral. Both the arguments made by the parties have been taken into the consideration.

8. After taking into the consideration the arguments of the both the parties this Tribunal has to decide that, Whether the action of the management of Bharat Sanchar Nigam Limited (Telecom Department) in terminating the services of Sh. Hanif Sattarbhai Parmar is legal and justified? if not, to what relief the said workman is entitled to and what other directions are necessary in the matter?

9. The First Party has made their argument in oral that, the Telecom Department is not an "Industry" under the I.D. Act and has cited the Judgement of Hon'ble Supreme Court of India in SLP (C) No. 587-88/92 (IT-1996(2) SC 457). This Tribunal gives the great honor to the principle laid down in the aforesaid case, but after that decision in so many cases the Hon'ble Supreme Court of India has changed his view. Not only that, in the case on hand now a days the First Party has Telecom Department is not a sovereign function of the Government of India, because the First Party has been declared as "Bharat Sanchar Nigam Ltd." and it has been made a sovereign Limited Corporation.

10. Looking to the circumstances in the case on hand, it is necessary to look some principles laid down by the Apex Courts. In the case of Management of Calcutta Telephones and Anr. V/s. Jayanta Kumar Banerjee and Others, 2004 III CLR 696 the Hon'ble High Court of Calcutta has observed and laid down the principle on Para 3 as under:

"3. The matter was heard at length. The principle submission of the learned counsel for the appellant was that the S. 17B application is not maintainable in the present case because Tele Communication Department is not an industry within the meaning of S. 2(j) of the Industrial Disputes Act, therefore the petitioner is not entitled to the benefits of S. 17B of the Industrial Disputes Act. In this connection learned counsel for the appellant referred us to a celebrated judgment of the apex Court given in the case of Bangalore Water Supply and Sewrage Board

v. A. Rajappa (1978 (1) LLN 376 and 657), and it was submitted that the Telephone Department cannot be treated to be an industry and in that connection learned counsel invited our attention to two decisions of the Apex Court given in the case of Sub Divisional Inspector of Post, Vaikam v. Theyyam Joseph 1996, II CLR 237 SC. and Bombay Telephone Canteen Employees' Association, Prabhadevi Telephone Exchange v. Union of India 1997 II CLR 218. But all these cases have been considered by a Larger Bench consisting of three judges, i.e., Honorable Justice J.S. Verma, Chief Justice, Honorable Justice B.N. Kirpal and Honorable Justice V.N. Khare and both these judgements delivered by two Judge Bench were found to be not correct in view of the seven Judge Bench decision in Bangalore Water Supply (vide supra). Their Lordship after considering the matter held that Telecommunication Department of the Union of India is an "industry" within the meaning of the definition of S.2(j) of the Industrial Disputes Act, 1947. It was observed in Para 5:

"A two-Judge Bench of this Court in

Theyyam Joseph case 1996 II CLR 237 (vide Supra), held that the function of the State and it is, therefore, not an 'industry' within the definition of S. 2 (j) of the Industrial Disputes Act, 1947. Incidentally, this decision was rendered without any reference to the seven Judge Bench decision in Bangalore Water Supply (1978 (1) LLN 376 and 657) (vide supra), this decision in Bombay Telephone Canteen Employees' Association case (vide supra), this decision was followed for taking the view that the Telephone Nigam is not an 'industry'. Reliance was placed in Theyyam Joseph case (vide supra), for that view. However, in Bombay Telephone Canteen Employees' Association case, i.e. the latter decision, we find a reference to the Bangalore Water Supply case (vide supra), it was observed that if the doctrine enunciated in Bangalore Water Supply case is strictly applied, the consequence is 'catastrophic'. With respect, we are unable to subscribe to this view for the obvious reasons that it is in direct conflict with the seven Judge decision in Bangalore Water Supply case (vide supra), by which we are bound. It is needless to add that it is not permissible for us, or for that matter any Bench of lesser strength, to take a view contrary to that in Bangalore Water Supply case (vide supra), or to by-pass that decision so long as it holds the field. Moreover, that decision was rendered long back-nearly two decades earlier and we find no reason to think otherwise. Judicial decision requires us to follow the decision in

Bangalore Water Supply case (vide supra). We must, therefore, add that the decision in Theyyam Joseph case (vide supra), cannot be treated as laying down the correct law. This being the only point for decision in this appeal, it must fail."

11. In the aforesaid laid down principle it is clear that the Bharat Sanchar Nigam Ltd. is now a days an 'industry' within the meaning of the I.D. Act.

12. The first Party has submitted their reply vide Ex. 12 and in Para 4 they have submitted that, the reference made by the Second Party is beyond the time limit and therefore the said reference is not tenable. But the First Party has not said anything about the time limit, even no any other documentary evidence has been submitted by the First party in the case on hand. Against that, the Second Party has submitted their documentary evidence vide Ex. 27/1, and the said documents has been given the Ex. 28. Ex.28 is a judgement delivered by the Central Administrative Tribunal, Ahmedabad. In fact the Second Party had approached to the Central Administrative Tribunal, Ahmedabad immediately after retrenchment. But after delivering the judgement by the Hon'ble Supreme Court of India the Second Party had withdrawn their application from the Central Administrative Tribunal, Ahmedabad. Hence the said reference is created by the Second Party concerned workman. Therefore there is no question about the time limit. Thus, the said reference cannot be rejected due to the time limit.

13. In the case of Kheda District Panchayat v. Jashubhai Devabhai Gohel, reported in the 2007, I, CLR page. 404, the Hon'ble High Court of Gujrat has laid down the principle that, at the time of giving the final relief the Labour Court or Tribunal can see that the reference is made delay or not. In the case on hand, the Second Party has submitted their documentary evidence vide Ex.28, and looking to the said documentary evidence it is an oral order passed by the Central Administrative Tribunal, Ahmedabad, and in the Para 2 of the oral order the Central Administrative Tribunal, Ahmedabad has noted as under:

"2. The applicant was a casual labour in the department of Telecom and has challenged the termination of his service. The ground urged in support of the O.A. is that such a termination is in violation of the provisions of I.D. Act. As held by the Hon'ble Supreme Court in the case of Krishna Prasad Gupta Vs. Controller, Printing & Stationery, (1996), 32 ATC 211, this Tribunal has no jurisdiction to entertain matters pertaining to I.D. Act. In view of this, we cannot entertain the present OA. As such, the papers may be returned to the applicant for approaching the appropriate forum keeping one copy for record purposes."

14. After the said judgement delivered by the Central Administrative Tribunal, Ahmedabad the present reference is presented by the Second Party concerned workman, and hence, it can not be said that the, present reference is made beyond the time limit.

15. In his argument learned advocate for the First Party Mr. Andhariya has submitted that, the concerned workman has worked only for 22 days during the year 1995-96, and therefore the Sec. 25(B) cannot be applied to the said reference case. Even the First Party has not employed new labors also and there is no permanent nature work in the First Party. There is a prohibition on recruitment since 1995. Not only that, Second Party has not produced any documentary evidence regarding new recruitment. Mr. Andhariya learned advocate for the First Party has submitted in his argument that, the concerned workman has not worked more then 240 days during the calendar year. Therefore the present reference is liable to be rejected. Against the said arguments the Second Party has submitted certificate vide Ex. 22. Looking to the Ex. 22 it seems that, during the year 1993 to 1995 the concerned workman has worked up to 549 days. Looking to Ex. 22, in the preceding year before the terminating the concerned workman has worked more then 240 days. In these circumstances, when the witness examined by the First Party Mr. Amratlal V. Ayas examined vide Ex.24, in his cross-examination says that, during the retrenchment the concerned workman had not been given notice, notice pay and even compensation also thereon. Looking to the said confession the concerned workman is entitled to get the protection of the Sec. 25-F of the I.D. Act.

16. The Second Party concerned workman has produced a certificate vide Ex.22 signed by the Store Keeper, O/o. S.D.O.T. Amreli. In the said written evidence the working days of the concerned workman has been shown i.e. the concerned workman has worked from July 1993 to April 1995. During the said period the concerned workman has worked up to 549 days. There is no dispute between the parties about the date of the retrenchment i.e. 1-5-1995. It is very clear that the concerned workman was retrenched from his service on 1-5-1995. It is settled law that the any workman is entitled to reinstate on the post only if he should have worked more then 240 days in preceding twelve months from the date of his retrenchment. In the present case the concerned workman had been retrenched on 1-5-1995, while seeing to the Ex. 22 it is very clear that, the concerned workman has worked 309 days, thus it is more then 240 days in the preceding twelve months. Thus, it is very clear that the concerned workman is entitled to get the protection of the Sections 25-B and 25-F.

17. In the present reference case the First Party has taken defense that, while retrenching the workman it is not necessary to give the notice, notice pay to the concerned workman. But in the case on hand, the First Party has examined their witness Mr. Amratlal Valjibhai Aya, vide Ex. 24, and in his cross examination the said witness has confessed that, "the during the retrenchment to the concerned workman was not given notice, notice pay and even retrenchment compensation." Thus, the oral evidence produced by the First Party goes against the First Party, that the during the retrenchment to the concerned workman was not given notice, notice pay and even retrenchment compensation. In reply of the said argument of the First party, the Second Party concerned workman has cited the judgement of the Hon'ble Supreme Court of India, R. M. Yellatti V/s. The Asst. Executive Engineer, published in 2005, III, CLR, 1028. The principle laid down in the said judgement that the daily wager is entitled to get protection of Sec.25-F. In the present case also it is found that, the concerned workman is a daily wager casual labour. And further the said principle is also laid down in the case of Ramesh Kumar V/s. State of Haryana, published in 2010 (1) L.L.N. 831. Looking into the said judgement delivered by the Hon'ble Supreme Court of India, it is noted by the Supreme Court of India, in its Judgement para-13 as under :

"13. We are conscious of the fact that an appointment on public post cannot be made in contravention of recruitment rules and constitutional scheme of employment. However, in view of the materials placed before the Labour Court and in this Court, we are satisfied that the said principle would not apply in the case on hand. As rightly pointed out, the appellant has not prayed for regularization but only for reinstatement with continuity of service for which he is legally entitled to. It is to be noted in the case of termination of casual employee what is required to be seen in whether a workman has completed 240 days in the preceding 12 months or not. If sufficient materials are shown that workman has completed 240 days then his service cannot be terminated without giving notice or compensation in lieu of it in terms of S. 25F. The High Court failed to appreciate that in the present case appellant has completed 240 days in the preceding 12 months and no notice or compensation in lieu of it was given to him, in such circumstances his termination was illegal."

18. In the case on the hand, it is prove by the documentary evidence by the Second Party concerned workman that, appellant has completed 309 days, i.e. it is more then 240 days in the preceding 12 months and even

no notice or compensation in lieu of it was given to him. Thus, now the question arise in the case on hand, that, when the termination of the services of Sh. Hanif Sattarbhai Parmar is illegal, improper and unjustified then, to what relief the concerned workman is entitled to and what other directions are necessary in the matter? Looking into the matter, the Second Party concerned workman has cited the reported case to support his case i.e. P.V.K. Distillery Ltd. V/s. Mahendra Ram, reported in 2009, I, CLR, 883. In the said reported case The Hon'ble Supreme Court of India has held that if the breach of the Sec. 25-F is proved by the appellant, then he is entitled to get 50 % of the back wages. In the case on the hand, the breach of the Sec. 25-F is proved by the Second Party concerned workman, and hence, the concerned workman is entitled to get 50% of the back wages. Not only that, the concerned workman is entitled to reinstate on his original post where he was working on the date of retrenchment with the 50% of the back wages. Thus, the reference on the hand is liable to grant partially. Therefore, this Tribunal passes the following order :

ORDER

1. The Reference made by Sh. Hanif Sattarbhai Parmar is granted partially accordingly.

2. It is ordered to the First Party to reinstate the concerned workman Sh. Hanif Sattarbhai Parmar with the 50% of the back wages with the continuity of his service on his original post within the 30 days of the publication of this award.

3. The First Party will pay Rs. 500 as a cost to Second Party concerned workman.

Bhavnagar.

Dated : 18-5-2010.

S.S. PANCHAL, Industrial Tribunal

नई दिल्ली, 28 मई, 2010

का.आ. 1558.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, केन्द्रीय, भावनगर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2010 को प्राप्त हुआ था।

[सं. एल-40012/218/2001-आई आर(डी. यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 28th May, 2010

S.O. 1558.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial

Tribunal Central Bhavnagar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 28-5-2010.

[No. L-40012/218/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

Exhibit-88

BEFORE SHREE S. S. PANCHAL, INDUSTRIAL TRIBUNAL, CENTRAL, BHAVNAGAR

Reference I. T. C. (New) No. 33 of 2009.

Reference I.T.C. (Old) No. 9 of 2002.

First Party : (1) The Telecom District Manager,
Bharat Sanchar Nigam Ltd.
Telecome Deptt.,
Amreli (Gujarat)-365001.

(2) The Sub Divisonal Officer,
(Phones), BSNL.,
Bharat Sanchar Nigam Ltd.
Telephone Exchange,
Amreli (Gujarat)-365001.

V/s.

Second :
Party

It's Workman Sh. Anvar Karimbhai
Chauhan,

C/o. The Org. Secretary,
The Association of Railway and Post
Employees, 15, Shashi Apartment, Nr.
Anjalee Cinema, Vasna Road,
Ahmedabad (Gujarat)-380007.

APPEARANCES :

Mr. H. N. Andhariya, Advocate for the First Parties,

Mr. V. J. Pamnani, Advocate for the Second Party.

AWARD

1. This Reference was referred to the Industrial Tribunal, Central, Ahmedabad for the adjudication, by the Government of India/Bharat Sarkar, Ministry of Labour/ Shram Mantralaya, New Delhi. vide it's Office order No. L-40012/218/2001-IR (DU) dated : 19-12-2001. But later on, order bellow Civil Application No. 2024/2009 dated : 03-09-2009 passed by the Hon'ble High Court of Gujarat, this Reference has been transferred to this Tribunal. The schedule of the dispute is as under :

"Whether the action of the management of Bharat Sanchar Nigam Ltd. (Telecom Department) in terminating the services of Sh. Anvar Karimbhai

Chauhan is legal, proper and justified? If not, to what relief the concerned workman is entitled to and what other directions are necessary in the matter?"

2. In the present case first party No. 1 Telecom District Manager, Amreli will be referred as a "first party No. 1", and The Sub Divisional Officer (Phones) BSNL., Telephone Exchange, Amreli will be referred as a "first party No. 2", while concerned workman will be referred as a "Second Party concerned workman."

3. The second party concerned workman has filed his statement of claim *vide* Ex.-8 and has represented to this Tribunal that, Second Party concerned workman was working as a Casual Labour from 24-04-1990. Concerned workman was serving in the First Party continuously. Second Party concerned workman has worked on the vacant post continuously up to more than 240 days. The Second Party concerned workman had been terminated *vide* their oral order from 1-5-1995. He had been retrenched without paying any compensation and without any notice, notice pay. Thus it is a clear breach of the Section 25 F of the Industrial Disputes Act-1947. After terminating him the First Party has engaged another workmen in their institute. And thus it is a clear breach of the section 25H and 25G of the Industrial Disputes Act-1947. During the time of termination no any other due process of law has been performed by the First Parties. The First Party has not arranged any departmental enquiry against the concerned workman. Before terminating his services such a permission has not been taken from the Specified Authority. First Party has neither made seniority list nor it has been published. The junior workman has been keep continuously in the service. While the concerned workman had keep continuously for such a long time as a casual labour. Thus, the aforesaid order of the dismissal is liable to be illegal, malafied and unjustified in the eyes of law and therefore the action of the management in terminating the services of Sh. Anvar Karimbahi Chauhan from 01-05-1995 is illegal and unjustified, and therefore the action of the management should declared illegal. In the above-mentioned facts and circumstances of the case, the second party workman has prayed that, the first party may be directed to reinstate the second party workman on his original post with full back wages and continuity of service and with all consequential benefits in the interest of justice.

4. In the reply of the Statement of the Claim, the First Party has submitted their reply *vide* Ex-11 and submitted that, the reference made by the Government is bad in law and, therefore, the same deserves to be dismissed on this ground alone. Further the First party has submitted that the statement of claim is against the law and facts of the case hence the reference deserves to be dismissed on this ground also. Further in the written statement the First Party has submitted that, this Tribunal has no right to rule

the present Reference case. First party has denied all the facts shown in the Statement of Claim, and further represented that, it is not true that the applicant has worked as Casual Labour since 24-04-1990, and it is not true that the workman was appointed on permanent vacant post. The workman was engaged as Casual Labour purely on daily wage basis by S.D.O.P. Amreli in the year 1990-91. The Telecom Deptt. is not cover under Industrial Dispute Act as per decision of the Hon'ble Supreme Court of India in SLP No. 587-8/92 IT-1996(2) SC 457 and I.D. Act is not applicable to Telecom Deptt. Therefore, applicant is not entitled for compensation as provided under I.D. Act, Further in the written statement the First Party has submitted that, the concerned workman does not possess the requisite educational qualifications. It is not true that, the Telecom has recruited fresh casual labours but workman has not called for interview. It is not true that the juniors are working. It is not true that workman has worked years together and not given permanent grade. The First Party has submitted so may reported cases of the apex courts in support of their case. Hence, the present Reference is liable to rejected with the cost.

5. *Vide* presenting Ex. 12, the Second Party concerned workman had requested to this Tribunal to order the first party to produced the documentary evidence asked in the said Exhibit. *Vide* Ex. 14 the First Party has given their reply and has objected the same. The Second Party concerned workman has submitted their affidavit in support of his case and, has been cross examined by the advocate of the First Party. The Second Party concerned workman has submitted their documentary evidence i.e. the Certificates of the presence in the First Party *vide* Ex. 19. The Second Party concerned workman has submitted his application for the changes of the name of First Party i.e. the Bharat Sanchar Nigam Limited. Further, in edition to their reference case the Second Party concerned workman has submitted their documentary evidence *vide* Ex. 23. The Second Party concerned workman has submitted their documentary evidences *vide* Ex. 24. The second party workman has produced its closing purses *vide* Ex. 20 on 17-10-2008.

6. The First party has produced a copy of the oral evidence of Mr. Amratlal Valjibhai Aya, taken in the Reference Case No. 710 of 2008, *vide* Ex. 23. The First Party has produced their closing purses *vide* Ex. 26 on 04-02-2010.

7. The Second Party concerned workman has produced their written argument *vide* Ex. 27. While the First Party made their argument in oral. Both the arguments made by the parties have been taken into the consideration.

8. After taking into the consideration the arguments of the both the parties this Tribunal has to decide that,

whether the action of the management of Bharat Sanchar Nigam Limited (Telecom Department) in terminating the services of Sh. Anwar Karimbhai Chauhan is legal and justified? if not, to what relief the said workman is entitled to and what other directions are necessary in the matter?

9. The First Party has made argument that, the Telecom Department is not an "Industry" under the I.D. Act and has cited the Judgement of Hon'ble Supreme Court of India in SLP (C) No. 587-88/92 (IT-1996(2) SC.457). This Tribunal gives the great honor to the principle laid down in the aforesaid case, but after that decision in so many cases the Hon'ble Supreme Court of India has changed his view. Not only that, in the case on hand nowadays the First Party has Telecom Department is not a sovereign function of the Government of India, because the First Party has been declared as "Bharat Sanchar Nigam Ltd." and it has been made a sovereign Limited Corporation.

10. Even in the case of Management of Calcutta Telephones and Anr. V/s. Jayanta Kumar Banerjee and Others, 2004 III CLR 696 the Hon'ble High Court of Calcutta has observed and laid down the principle on Para 3 as under:

"3. The matter was heard at length. The principle submission of the learned counsel for the appellant was that the S. 17B application is not maintainable in the present case because Telecommunication Department is not an industry within the meaning of S. 2(j) of the Industrial Disputes Act, therefore the petitioner is not entitled to the benefits of S. 17B of the Industrial Disputes Act. In this connection learned counsel for the appellant referred us to a celebrated judgement of the Apex Court given in the case of Bangalore Water Supply and Sewrage Board v. A. Rajappa (1978 (1) LLN 376 and 657), and it was submitted that the Telephone Department cannot be treated to be an industry and in that connection learned counsel invited our attention to two decisions of the Apex Court given in the case of Sub Divisional Inspector of Post, Vaikam v. Theyyam Joseph 1996, II CLR 237 SC. and Bombay Telephone Canteen Employees' Association, Prabhadevi Telephone Exchahange v. Union of India 1997 II CLR 218. But all these cases have been considered by a Larger Bench consisting of three judges, i.e., Honorable Jusitce J.S. Verma, Chief Justice, Honorable Justice B.N. Kirap and Honorable Justice V.N. Khare and both these judgements delivered by two Judge Bench were found to be not correct in view of the seven Judge Bench decision in Bangalore Water Supply (vide supra). Their Lordship after considering the matter held that Telecommunication Department of the Union of India is an "industry" within the meaning of the definition of S.2(j) of the

Industrial Disputes Act, 1947. It was observed in Para 5 :

" A two-Judge Bench of this Court in Theyyam Joseph case 1996 II CLR 237 (vide Supra), held that the function of the State and it is, therefore, not an 'industry' within the definition of S. 2 (j) of the Industrial Disputes Act, 1947. Incidentally, this decision was rendered without any reference to the seven Judge Bench decision in Bangalore Water Supply [1978 (1) LLN 376 and 657] (vide supra), this decision in Bombay Telephone Canteen Employees' Association case (vide supra), this decision was followed for taking the view that the Telephone Nigam is not and 'industry'. Reliance was placed in Theyyam Joseph case (vide supra), for that view. However, in Bombay Telephone Canteen Employees' Association case, i.e. the latter decision, we find a reference to the Bangalore Water Supply case (vide supra), it was observed that if the doctrine enunciated in Bangalore Water Supply case is strictly applied, the consequence is 'catastrophic'. With respect, we are unable to subscribe to this view for the obvious reasons that it is in direct conflict with the seven Judge decision in Bangalore Water Supply case (vide supra), by which we are bound. It is needless to add that it is not permissible for us, or for that matter any Bench of lesser strength, to take a view contrary to that in Bangalore Water Supply case (vide supra), or to by-pass that decision so long as it holds the field. Moreover, that decision was rendered long back-nearly two decades earlier and we find no reason to think otherwise. Judicial decision requires us to follow the decision in Bangalore Water Supply case (vide supra). We must, therefore, add that the decision in Theyyam Joseph case (vide supra), cannot be treated as laying down the correct law. This being the only point for decision in this appeal, it must fail."

11. In the aforesaid laid down principle it is clear that the Bharat Sanchar Nigam Ltd. is nowadays an 'industry' within the meaning of the I.D. Act.

12. Looking into this Reference case, the second party concerned workman has submitted his affidavit vide Ex. 15, and was cross-examined by the First party but nothing has been brought out in his oral evidence by the First Party. The second party concerned workman was serving in the First Party as a Casual Labour since 24-04-1990. At last he was a Chawkidar. He was paid Rs.40 per day. The Second Party concerned workman has submitted that, he has worked more then 240 days in the preceding year in the First Party. Against the statement of the concerned workman the First Party has not examined their any witnesses and nor produced any documentary evidences.

13. The Second Party concerned workman has produced a certificate vide Ex.19/6 issued by the Store Keeper, O/o. S.D.O.T. Amreli. In the said written evidence the working days of the concerned workman has been shown. There is no dispute between the parties about the date of the retrenchment i.e. 1-5-1995. It is very clear that the concerned workman was retrenched from his service on 1-5-1995. In the present case the concerned workman had been retrenched on 1-5-1995, while seeing Ex. 19/6 it is very clear that, the concerned workman has worked 280 days, thus it is more then 240 days in the preceding twelve months. Thus, it is very clear that the concerned workman is entitled to get the protection of the Sections 25-B and 25-F.

14. In the present reference case the First Party has taken defense that, while retrenching the workman it is not necessary to give the notice, notice pay to the concerned workman. But in the case on hand, the First Party has submitted their oral evidence of Mr. Amratlal Valjibhai Aya, vide Ex. 23, and in his cross-examination the said witness has confessed that, "the during the retrenchment to the concerned workman was not given notice, notice pay and even retrenchment compensation." Thus, the oral evidence produced by the First Party goes against the First Party, that the during the retrenchment to the concerned workman was not given notice, notice pay and even retrenchment compensation. In reply of the said argument of the First party, the Second Party concerned workman has cited the judgement of the Hon'ble Supreme Court of India, R.M. Yellatti Vrs. The Asst. Executive Engineer, published in 2005, III, CLR, 1028. The principle laid down in the said judgement that the daily wager is entitled to get protection of Sec. 25-F. In the present case also it is found that, the concerned workman is a daily wager Chowkidar. And further the said principle is also laid down in the case of Ramesh Kumar Vrs. State of Haryana, published in 2010 (1) L.L.N. 831. Looking into the said judgement delivered by the Hon'ble Supreme Court of India, it is noted by the Supreme Court of India, in its Judgement para-13 as under :

"13. We are conscious of the fact that an appointment on public post cannot be made in contravention of recruitment rules and constitution scheme of employment. However, in view of the materials placed before the Labour Court and in this Court, we are satisfied that the said principle would not apply in the case on hand. As rightly pointed out, the appellant has not prayed for regularization but only for reinstatement with continuity of service for which he is legally entitled to. It is to be noted in the case of termination of casual employee what is required to be seen in whether a workman has completed 240 days in the preceding 12 months or

not. If sufficient materials are shown that workman has completed 240 days then his service cannot be terminated without giving notice or compensation in lieu of it in terms of S. 25F. The High Court failed to appreciate that in the present case appellant has completed 240 days in the preceding 12 months and no notice or compensation in lieu of it was given to him, in such circumstances his termination was illegal."

15. In the case on the hand, it is prove by the documentary evidence by the Second Party concerned workman that, appellant has completed more then 240 days in the preceding 12 months and no notice or compensation in lieu of it was given to him. It is settled law that the any workman is entitled to reinstate on the post only if he should have worked more then 240 days in preceding twelve months from the date of his retrenchment. Thus, now the question arise in the case on hand, that, when the termination of the services of Sh..Anwar Karimbhai Chauhan is illegal, improper and unjustified then, to what relief the concerned workman is entitled to and what other directions are necessary in the matter? Looking in to the matter, the Second Party concerned workman has cited the reported case to support his case i.e. P.V.K. Distillery Ltd. V/s. Mahendra Ram, reported in 2009, I, CLR, 883. In the said reported case the Hon'ble Supreme Court of India has held that if the breach of the Sec. 25-F is proved by the appellant, then he is entitled to get 50 % of the back wages. In the case on the hand, the breach of the Sec. 25-F is proved by the Second Party concerned workman, and hence, the concerned workman is entitled to get 50% of the back wages. Not only that, the concerned workman is entitled to reinstate on his original post where he was working on the date of retrenchment with the 50% of the back wages. Thus, the reference on the hand is liable to grant partially. Therefore, this Tribunal passes the following order :

ORDER

1. The Reference made by Sh. Anwar Karimbhai Chauhan is granted partially accordingly.

2. It is ordered to the First Party to reinstate the concerned workman Sh. Anwar Karimbhai Chauhan with the 50% of the back wages with the continuity of his service on his original post within the 30 days of the publication of this award.

3. The First Party will pay Rs. 500/- as a cost to Second Party concerned workman.

Bhavnagar.

Dated : 18-5-2010.

S.S. PANCHAL, Industrial Tribunal

नई दिल्ली, 28 मई, 2010

का.आ. 1559.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण केन्द्रीय भावनगर के पंचाट (संदर्भ संख्या 3/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2010 को प्राप्त हुआ था।

[सं. एल-40012/6/2000-आईआर(डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 28th May, 2010

S.O. 1559.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 3/2003) of the Central Government Industrial Tribunal Central, Bhavnagar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workmen, which was received by the Central Government on 28-5-2010.

[No. L-40012/6/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

Exhibit-37

BEFORE SHRE S.S. PANCHAL, INDUSTRIAL TRIBUNAL, CENTRAL, BHAVNAGAR

Reference I.T.C. (New) No. 23 of 2009

Reference I.T.C. (New) No. 60 of 2000

First Party :

The Sub Divisional Engineer,
(OFC), Telecom Deptt.
Bharat Sanchar Nigam Ltd.
Telecome Deptt.,
Amreli (Gujarat) - 365001.

Versus

Second Party :

It's Workman Sh. Hareshbhai Merambhai Basiya,
C/o. B. Rajyaguru, S/10, Sahajananda Amreli (Gujarat)

APPEARANCES :

Mr. H. N. Andhariya, Advocate for the First Parties

Mr. R. C. Pathak, Advocate for the Second Party

AWARD

1. This Reference was referred to the Industrial Tribunal, Central, Ahmedabad for the adjudication, by the Government of India/ Bharat Sarkar, Ministry of Labour/ Shram Mantralaya, New Delhi, vide it's Office order No. L-40012/6/2000- IR (DU) dated : 30-5-2000. But later on, order bellow Civil Application No. 2024/2009 dated : 3-9-2009 passed by the Hon'ble High Court of Gujarat, this Reference has been transferred to this Tribunal. The schedule of the dispute is as under :

"Whether Sh. Hareshbhai Merambhai Basiya engaged as Driver by the Deptt. of Telecom, Amreli w.e.f Sept..1998 was in continuous employment? if so then his termination/discontinuation w.e.f. 9-8-1999 from the employment by the department is legal and justified and to what relief the concern workman is entitled to?"

2. In the present case first party Sub Divisional Engineer (OFC) Telecom Deptt., Bharat Sanchar Nigam Ltd. Amreli will be referred as a "First party", while concerned workman will be referred as a "Second Party concerned workman."

3. The second party concerned workman has filed his statement of claim vide Ex-7 and has represented to this Tribunal that, Second Party concerned workman was working as a driver from 1-4-1998. The concerned workman was appointed on the permanent vacant post of the driver. Concerned workman was serving in the First Party continuously. While terminating his service the concerned workman had not been given any Show-cause notice. Notice Pay or retrenchment compensation. Second Party concerned workman has worked on the vacant post continuously. The Second Party concerned workman had been terminated surprisingly vide their oral order from 9-8-1999. Until the concerned workman terminated from his services, he had served continuously more than 240 days. The records of the presence was kept with the First Party. He was paid his pay through voucher, and his signature was taken on the voucher. According to the resolution passed by the First Party, the daily wage is entitled to "Temporary Status". Even though he has not been given the "Temporary Status." The Second Party concerned workman has represented before this Tribunal that, he has been retrenched from his services due to three reasons: i.e. (1) the concerned workman has left the job himself, (2) the concerned workman has misappropriate the Government documents i.e. Log-book. If the concerned workman has been retrenched due to misappropriation of the log book, the police complaint should be filed against him, the said complaint has not been filed against him. He had been retrenched without paying any compensation and without any notice, notice pay. After terminating him the First Party has engaged other workmen in their institute. Thus it is an illegal labour practice under Sec. 25 (T) of the I. D. Act- 1947. And thus it is a clear breach of the Section 25H and 25G of the Industrial Disputes Act -1947. During the time of termination no any other due process of law has been performed by the First Parties. The First Party has not arranged any departmental enquiry against the concerned workman before terminating him. Before terminating his services such a permission has not been taken from the Specified Authority. First Party has neither made seniority list nor it has been published. Thus, the aforesaid order of the dismissal is liable to be illegal, malafied and unjustified in the eyes of law and therefore the action

of the management in terminating the services of Sh. Hareishbhai Merambhai Basiya from 9-8-1999 is illegal and unjustified, and therefore the action of the management should be declared illegal. In the above-mentioned facts and circumstances of the case, the second party workman has prayed that, the first party may be directed to reinstate the second party workman on his original post with full back wages and continuity of his service and with all consequential benefits in the interest of justice.

4. The First Party has given their reply for the Statement of the Claim submitted by the concerned workman, and the First Party has submitted their reply vide Ex- 11 and submitted that, the reference made by the Second Party concerned workman is illegal and unjust and the same is filed with an ulterior motive and therefore the said reference deserves to be dismissed on this ground alone. Further the First Party has submitted that the statement of claim is against the law and facts of the case hence the reference deserves to be dismissed on this ground also. Further in the written statement the First Party has submitted that, this Tribunal has no jurisdiction to try or right to rule the present Reference case. First Party has denied all the facts shown in the Statement of Claim, and further represented that, it is not true that the applicant has worked as a driver since 1-4-1998, and it is not true that the workman was appointed on permanent vacant post. The workman was engaged as a motor driver purely on daily wage basis by the First Party, in year 1998. The concerned workman has not relieved from his services w.e.f. 9-8-1999 but he himself did not turn up for his services w.e.f. 30-4-1999 by his own accords and he was never asked to leave the job. The concerned workman has never completed 240 days in any of the financial year. He has completed total 222 days from 1-8-98 to 30-4-99 that means in the year 1998-99 worked for only 195 days and in the year 1999-2000 worked for 22 days. Further in the written statement the First Party has submitted that, it is not true that, the workman has worked continuously since his engagement to his termination of service. It is not true that Telecom has recruited fresh casual labours but workman has not called for interview. The First Party has submitted so may reported cases of the Apex Courts in support of their case. Hence the present Reference is liable to be rejected with the cost to the First Party.

5. Vide presenting Ex. 9 the second party concerned workman had requested to this Tribunal to order the first party to produce the documentary evidence asked in the said Exhibit. Vide Ex. 14 the First Party has given their reply and has objected the same. The Second Party concerned workman Hareish Merambhai Basiya has submitted their affidavit vide Ex. 19, in support of his case and has been cross examined by the advocate of the First Party. The Second Party Concerned workman has produced their documentary evidence i.e. the Certificate given by the First Party, a copy of the registration card from the

Employment Exchange, application form filled by the Second Party during the employment in the First Party, the written statement of the First Party during the conciliation proceedings vide Ex. 18. The Second Party workman has produced their closing purses vide Ex. 20 on 27-8-2009.

6. The First Party has filed an affidavit of their witness Mr. Vinodbhai Hariibhai Lunagariya vide Ex. 24. The First Party has submitted their documentary evidences vide Ex. 32 in support of their defence. The First Party has produced their closing purses vide Ex. 31 on 10-3-2010.

7. The Second Party concerned workman has declared vide Ex. 38 that, the arguments made by them in Ref. I.T.C. No. 24 of 2009 should be considered in the case on hand and should be treated as their arguments in the case on hand. While the First Party made their argument in oral. Both the arguments made by the parties have been taken into the consideration.

8. After taking into the consideration the arguments of the both the parties and the records and documentary evidence in the case on hand, this Tribunal has to decide that, Whether Sh. Hareishbhai Merambhai Basiya engaged as Driver by the Deptt. of Telecom, Amreli w.e.f. Sept. 1998 was in continuous employment? If so then his termination/discontinuation w.e.f. 9-8-1999 from the employment by the department is legal and justified and to what relief the concerned workman is entitled to?"

9. Mr R. C. Pathak, learned advocate for the Second Party has submitted that, in Ref. ITC No. 24 of 2009, the arguments presented by him in written, should be considered in the case on hand also. And therefore, in the case on hand written arguments by Ex. 32 are taking into the consideration, and the First Party has submitted arguments in oral and has represented that, concerned workman has not completed 240 days in a year and the concerned workman was called for a work only where and when there was a need. Seniority list is not maintained by the First Party and therefore the concerned workman is not entitled to get relief asked in the reference case.

10. Looking to the records produced in the case on hand, the Second Party concerned workman has asked for the documentary evidences vide Ex. 09; like a register maintained by the First Party about the records of the presence since he joined in the service from 1-4-1998 to when he had been retrenched from the service from 9-8-1999, payment made by the First Party, seniority list published by the First Party and a log-book.

11. The Second Party concerned workman has filled an affidavit vide Ex. 19, and in his affidavit the concerned workman has confessed that, he was joined in the Telephone Department, Amreli since 1-4-1998 as a driver and he was retrenched from his service from 9-8-1999. And during the retrenchment concerned workman was not given any notice, notice pay and even retrenchment

compensation. The seniority list for the labour also has not been published by the First Party. When he was retrenched from his service Mr. Khanbhai was working in the First Party. The register for the presence is in the custody of the First Party. His signature was taken into the Pay sheet and it is in the custody of the First Party. He was paid Rs. 3500 per month. The pay of the permanent driver was more than him. He had been retrenched from the service because he had asked for more payment, and had asked for the Temporary Status. He had to work to drive a car. The said work is still taken by the First Party. For the said work the department has engaged new and fresh workmen.

12. In his cross examination the concerned workman explains that, when he joined in the First Party, there was not published any advertisement regarding the vacant post. It is true that, before the appointment the First Party had not taken his any interview. At that time he was medically examined, but he has not any records regarding the medical examination. I have no any documentary evidence regarding the interview. Further the concerned workman has stated in his cross examination that, it is not true that he was called only when there was a work in the department. He had to go on work when there it may creat any cable fault or system failure. It is not true that, he has not completed more than 240 days in any calander year. It is not true that, he himself had stoped to come on work. He was given his pay on the vouchers and his signature was taken on the vouchers. It is not true that, Mr. Khanbhai is senior then him and has retired from the services. It is not true that, he had filed an application for his vehicle on rent. It is not true that, he has written a letter regarding vehicle on rent. Nowadays, he is unemployed. He is unemployed since 1998, when he was retrenched from the services. He knew the driving. He is in a serch of the a job. About that, he has no any documentary evidence. He does maintenance of his family by hard working. There is no any other earner in his family. It is not true that, he has made this reference illegal.

13. In the case on hand, the First Party has presented their affidavit of Mr. Vinodbhai Haribhai Lunagariya, vide Ex. 24, and in his oral evidence the said witness has said that, he is conversant with the facts of the case and averments and allegations stated in complaint and therefore he tendered his affidavit in lieu of oral evidence. The concerned workman was engaged purely on adhoc base and daily wages basis for intermittent work of driving a departmental vehicle whenever it needed. The concerned workman has worked as temporary driver w.e.f. 1-8-1998 to 30-4-1999. He was not appointed or recruited as a driver against regular vacant post. He has stated that, the concerned workman was not relieved from his services w.e.f. 9-8-99 but he himself did not turn of for his services w.e.f. 30-4-1999 by his own accords and he was never asked to leave the job. He has stated further that, the

Second Party concerned workman has never completed 240 days in any of the financial year but he has completed only 222 days from 1-8-98 to 30-4-1999, that means in the year 1998-99 worked for only 195 days and in the year 1999-2000 worked for only 22 days. No attendance record is maintained in muster role or attendance register for daily wages worker. Hence, there is no question of producing any such attendance register or muster role by the First Party. He has stated that, Mr Basiya has his own vehicle and he is doing business by giving it won hire basis which proves that he has alternate income source and hence he has no interest in intermittent nature of job and which leaded him to leave the job of temporary driver by his own accord. He has stated that, the concerned workman is not jobless or not earning anything as he plys his own vehicle on higher basis. The concerned workman has filed tender for plying his vehicle and has paid Rest. 5000 as deposit, he has written a letter to the T.D.M. for the refund of tender depost Rest. 5000. He further says that, the Divisional Engineer (Admn.) T.D.M. Amreli had written a letter to the concerned workman regarding hiring of vehicle in the reference of his letter dated 2-6-1999 to bring his vehicle for inspection along with all relevant papers. In his cross examination the said witness has confessed that, he knew the concerned workman, but the concerned workman is not working under him Muster roll is maintained only for the workmen who are working on the Temporary Status, and not for the workmen who are working casually. The seniority list is not maintained by the department. He has stated that he has seen pay roll records in the office. The concerned workman was working as a driver. He says that the Ex. 18/2 is a certificate of the presence of the concened workman. He knew Mr. Khanbhai who is working in the department. Looking to the cross examination of the witness of the First Party the First Party's witness has not said anywhere in his affidavit or in his cross examination that the concerned workman has not been given any notice, notice pay and even retrenchment compensation. Looking to the oral evidences and cross examination of the both the witnesses, it is clear that the Second Party concerned workman was working under the hand of the Divisional Engineer, Amreli, and in the said department he had to do work as driver. He was appointed in the First Party on 1-4-1998 and was retrenched from the services from 9-8-1999. During the retrenchment concerned workman was not given written order. The witness for the First Party has not stated neither in his oral evidence nor in his cross examination that, during the retrenchment the concerned workman was not given any notice, notice pay and even the retrenchment compensation. Further he has confessed that, the concerned workman was retrenched from his services due to no work. While other side this witness confesses that, there is a still work in the First Party. Thus it is very clear that, the First Party has not made out the things from the cross examination of the Second Party concerned

workman that, the Second Party was not working since 1-4-1998 and was not retrenched from his service since 9-8-1999. The First Party has not even produced any documentary evidences that can show that the concerned workman has not worked in the First Party. The Second party concerned workman had asked for the documentary evidences vide Ex. 11; like a register maintained by the First Party about records of the presence since he joined in the service from 1-4-1998 to he had been retrenched from the service from 9-8-1999, payment made by the First Party, seniority list published by the First Party. A witness for the First Party has confessed in his cross examination that, if a temporary status is asked by the concerned workman, he should have worked more than 240 days in a year. Looking to the documentary evidences case on hand the First Party has submitted a copy of the Comm. Letter No. 269-4/93 SIN, II, dated 17th December from A.D.G. (STN), D.O.T. New Delhi it has been noted as under ;

“It is further stated that, the services of all the casual Mazdoors who have not rendered at least 240 days (205 days in the case of Administrative Officers observing 5 days a week of service in a year) on the date of issue of those orders, should be terminated after following conditions as laid down in I.D. Act, 1947 under Sections 25-F, G & H.”

14. Looking to the aforesaid documentary evidence it become very clear that, if a workman has not completed more than 240 days, even though his presence will be counted only 5 days week, i.e. the concerned workman has completed 222 days in a year, the he has worked more than 240 days, even though the concerned workman has worked 205 days in a preceding year.

15. He has confessed in his cross examination that, the First Party does not maintain the seniority of the casual labours. Thus, the witness of the First Party is giving their oral evidence in a contradiction. The First Party is covered under the I. C. Act and the I.D. Central Rules are bound to the First Party. According to the Rules 76, 77 and 78 are applicable to the First Party. According to the Rule 76 it is necessary to give the notice to the concerned workman, and according to the Rule 77 it is mandatory to maintain the seniority list by the First Party, while according to the Rule 78 it is necessary that, when a casual labour is engaged once again, they should be given preference. In the case on hand it is confessed by the witness for the First Party that, the First Party does not maintain the seniority list. Even the witness for the First Party has not refused that, he know to Mr. Khanbhai. Thus, it is clear that the First Party has not submitted any evidences against the facts confessed by the Second Party concerned workman in his oral evidence. Thus it is proved that, the Second Party concerned workman has worked in the First Party from 1-4-1998 to 9-8-1999 continuously. Regarding this, the First Party has not produced any documentary evidences in the case on hand. The First Party has not submitted any affidavit in support of their

enablement of the production of the evidences. Thus, this Tribunal has to guess that, the concerned workman has worked continuously in the First Party during the 1-4-1998 to 9-8-1999. And witness of the First Party has not said anything about that, the during termination the concerned workman had not been given any notice, notice pay or even retrenchment compensation. Thus, the action of the First Party to retrench the Second Party concerned workman from his services is illegal and liable to cancel. Thus, this is a very clear case in favour of the concerned workman that he has right to reinstate in the First Party.

16. Looking to the fact case on the hand, it can be guess that, the concerned workman has worked more than 240 days in the preceding twelve months. Thus, it is very clear that the concerned workman is entitled to get the protection of the Sections 25-B and 25-F.

17. In the present reference case the First Party has taken defense in their arguments that, while retrenching the workman it is not necessary to give the notice, notice pay to the concerned workman. But in the case on hand, the First Party has examined their witness Mr. Vinodbhai Haribhai Lunagariya, vide Ex. 24, but in his cross examination the said witness has not said anything else about that, the concerned workman has not been given any notice, notice pay and even retrenchment compensation. Thus, in absence of the said confession it can be said that the concerned workman has not been given any notice, notice pay or even retrenchment compensation. In reply of the said argument of the First Party, the Second Party concerned workman has cited the judgment of the Hon'ble Supreme Court of India, R. M. Yellatti V/s. The Asstt. Executive Engineer, published in 2005, III, CLR, 1028. The principles laid down in the said judgment that the daily wager is entitled to get protection. of Sec. 25-F. In the present case also it is found that, the concerned workman is a daily wager driver. And further the said principle is also laid down in the case of Ramesh Kumar V/s. State of Haryana, published in 2010 (1) L.L.N. 831. Looking into the said judgment delivered by the Hon'ble Supreme Court of India, it is noted by the Supreme Court of India in its judgment para -13 as under :

“13. We are conscious of the fact that an appointment on public post cannot be made in contravention of recruitment rules and constitutional scheme of employment. However, in view of the materials placed before the Labour Court and in this Court, we are satisfied that the said principle would not apply in the case on hand. As rightly pointed out the appellant has not prayed for regularization but only for reinstatement with continuity of service for which he is legally entitled to. It is to be noted in the case of termination of casual employee what is required to be seen in whether a workman has completed 240 days in the preceding 12 months or not. If sufficient materials are shown that workman has completed 240 days

then his service cannot be terminated without giving notice or compensation in lieu of it in terms of Sec. 25-F. The High Court failed to appreciate that in the present case appellant has completed 240 days in the preceding 12 months and no notice or compensation in lieu of it was given to him, in such circumstances his termination was illegal."

18. Now the question arise in the case on hand, that when the termination of the services of Sh. Haresh Merambhai Basiya is illegal, improper and unjustified then, to what relief the concerned workman is entitled to and what other directions are necessary in the matter? Looking into the matter, the Second Party concerned workman has cited the reported case support his case i.e. P.V.K. Distillery Ltd V/s. Mahendra Ram, reported in 2009, 1 CLR, 883. In the said reported case, the Hon'ble Supreme Court of India has held that, if the breach of the Sec. 25-F is proved by the appellant, then he is entitled to get 50% of the back wages. In the case on the hand, the breach of the Sec. 25-F is proved by the Second Party concerned workman, and hence, the concerned workman is entitled to get 20% of the back wages. Not only that, the concerned workman has confessed in his cross examination that, he does hard work to maintain his family. This type of confession of the concerned workman shows that, during the month he has earned something to maintain his family. Looking to the documentary evidence in case on the hand the concerned workman is not jobless or not earning anything as he plays his own vehicle on higher basis. Even looking to the documentary evidence, the concerned workman has filed tender for plying his vehicle and has paid Rest. 5000 as deposit. The concerned workman had written a letter to the T.C.M. for the refund of tender deposit Rest. 5000. Looking to the said documentary evidence it is very clear that, the concerned workman is a jobless and is not earning anything is not true. Thus in the case on hand, the concerned workman is entitled to reinstate on his original post where he was working on the date of retrenchment with the 20% of the back wages. Thus, the reference on the hand is liable to grant partially. Therefore, this Tribunal passes the following order :

ORDER

1. The Reference made by Sh. Hareshbhai Merambhai Basiya is granted partially accordingly.

2. It is ordered to the First Party to reinstate the concerned workman Sh. Hareshbhai Merambhai Basiya with the 20% of the back wages with the continuity of his service on his original post within the 30 days of the publication of this award.

3. The First Party will pay Rs. 500 as a cost to Second Party concerned workman.

Bhavnagar :

Dated : 17-5-2010

S. S. PANCHAL, Industrial Tribunal

नई दिल्ली, 28 मई, 2010

का.आ. 1560.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण दिल्ली के पंचाट (संदर्भ संख्या 48/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2010 को प्राप्त हुआ था।

[सं. एल-12012/20/2007-आईआर(बी-1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 28th May, 2010

S.O. 1560.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.48/2007) of the Central Government Industrial Tribunal Delhi as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 28-5-2010.

[No. L-12012/20/2007-IR (B-I)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. 1, KARKARDOMA COURT COMPLEX, DELHI
I.D.No 48/2007

Smt. Amarjeet Kaur C/o General Secretary,
All India Bank Staff Association,
33-34, Bank Enclave, Ring Road,
Rajouri Garden,
New Delhi

.....Workman

Versus

The Asstt. General Manager,
State Bank of India, Zonal Office,
11, Parliament Street,
New Delhi - 110001

.....Management

AWARD

A regular employee of State Bank of India superannuated from services on 31st of December, 98. Smt. Amarjeet Kaur was appointed as a casual employee until recruitment of a new incumbent. She served Nuh branch of the bank till 17th of April, 2004, the date when a permanent incumbent was recruited. Her services were disengaged. She raised an Industrial dispute before the Conciliation Officer. Settlement was arrived at between the parties, on 23-12-2005. In terms of the said settlement services of Smt. Amarjeet Kaur were reinstated. However, notice dated 27-6-2006 was served and her services were dispensed with on 23-8-2006. She again raised an Industrial dispute before the Conciliation Officer. Since conciliation proceedings failed, appropriate Government referred the

dispute to this Tribunal for adjudication, vide order No. L-12012/20/2007-IR (B-I), New Delhi dated 11th of June, 2007 with the following terms:

“Whether the action of the management of State Bank of India in terminating the services of Smt. Amarjeet Kaur, Part Time Sweeper w.e.f. 23-8-2006 is just and legal? If not, to what relief the workman is entitled to?”

2. Claim statement was filed by Smt. Amarjeet Kaur pleading therein that she was appointed a Nuh branch of the bank as sweeper. She worked there from 1994 to 1998 against a leave vacancy on 31-12-98. Smt. Chander Pati superannuated and on 1-1-1999 she was appointed against a permanent vacancy. She worked with the management bank till 17-4-2004. All of a sudden her services were terminated and Naresh was appointed against that post. She raised an industrial dispute and a settlement was arrived at on 23-12-2005. In terms of the said settlement, her services were reinstated. However a notice dated 27-6-2006 was served upon her detailing therein that her services would be terminated w.e.f. 23-8-2006. Her services were dispensed with on 23-8-2006. She rendered 12 years continuous service and action of the management in terminating her services amounts to unfair labour practice. She presents that she may be reinstated in service with continuity and declared permanent employee of the bank.

3. Contest was given to the claim petition pleading that she was working as a contract employee on daily wage basis, rendering two hours service in a day. Her services were engaged until recruitment of regular incumbent. When a permanent employee was recruited her services were dispensed with. She raised an industrial dispute and with a view to avoid litigation, settlement dated 23-12-2005 was arrived at. She was reinstated in services, in accordance with the terms of the said settlement. Notice dated 27-6-2006 was served on her, making her known that her services would be dispensed with from 23-8-2006. Accordingly her services were dispensed with. She is not entitled to reinstatement of her services, being a contractual daily wage employee. Not to talk of regularization of her services, she is not entitled to any relief.

4. Smt. Amarjeet Kaur has examined herself in support of her claim. Shri J. K. Bansal was examined on behalf of the management. No other witness was examined by either of the parties.

5. Arguments were heard at the bar. Shri J. N. Kapoor, authorised representative, advanced arguments on behalf of the claimant. Ms. Kittu Bajaj, authorised representative raised her submissions on behalf of the management. Written submissions were also filed by Shri Kapoor. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My finding on issues involved in the controversy are as follows:

6. Smt. Amarjeet Kaur unfolds that she joined Nuh branch of State Bank of India on 1st of January, 1999 against a permanent vacancy. She had also worked in the said branch of the bank against a leave vacancy from 1994 till 1998. On 17-4-2004 her services were terminated. She raised a dispute before the Conciliation Officer. A settlement was arrived at before the conciliation officer, which is Ex.MW1/1. She was taken in service on 23-12-2005 with continuity and full back wages. On 27-6-2006 her services were again terminated. No notice or pay in lieu thereof was given to her. No retrenchment compensation was paid to her. During the course of her cross examination, she concedes that Naresh Kumar was recruited and thereafter her services were disengaged. It was agreed between her and the bank that she would be paid Rs. 2000 PM for her contractual employment. She denied that notice Ex.MW1/2 was served upon her.

7. Shri J. K. Bansal deposed that on 31-12-98 Smt. Chanderpati retired from service of the bank. Smt. Amarjeet Kaur was appointed as time gap arrangement on 1-1-99. She served the bank till 17-4-04. On 23-12-05 a settlement was arrived at between the parties, which is Ex.MW1/1. In terms of the said settlement she was reinstated in service as a contractual employee. Notice dated 27-6-06 was served upon her, copy of which is Ex.1/2. Her services were terminated on 23-8-06. She served the bank for 2 hours a day only. She was not appointed in services of the bank, in accordance with the rules. During the course of his cross examination, he presents that contract between the bank and the claimant was oral. He feigned ignorance whether retrenchment compensation was paid to the claimant.

8. Out of facts testified by Smt. Amarjeet Kaur and J. K. Bansal, it came to light that the claimant was engaged as a contractual employee for time gap arrangement when Smt. Chanderpati superannuated on 31-12-98. Her services were utilized by the bank for two hours a day till 17-4-2004, when Naresh Kumar was recruited against that post in accordance with rules. She raised an industrial dispute, which was followed by settlement Ex.MW1/1. Her services were reinstated on 23-12-05, on the same terms and conditions as applicable to her on 17-4-2004.

9. Contents of settlement Ex.MW1/1 highlights that Smt. Amarjeet Kaur was a temporary employee, whose services were reinstated in the same capacity on same terms and conditions as were applicable to her on 17-4-2004, the date of termination of her services. The bank agreed to pay her back wages from the date of her termination till the date of her reinstatement. Consequently contents of settlement Ex.MW1/1 nowhere projects that her reinstatement was against a permanent post. It is evident that she was a temporary employee and on reinstatement her services were to be governed on same terms and conditions which were applicable to her on the date of her termination.

10. Settlements Ex.MW1/1 is not disputed on behalf of the management. This settlement was arrived at between the parties in the course conciliation proceedings and was binding on the parties, as enlisted by sub-section (3) of Section 18 of the Industrial Dispute Act, 1947 (in short the Act). Such settlement shall be binding for such period as is agreed upon by the parties and if no such period is agreed upon for a period of six months from the day on which the memorandum of settlement is signed by the parties and shall continue to be binding, after the expiry of the period aforesaid until the expiry of two months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party to the settlement, enacts sub-section (2) of Section 19 of the Act. Therefore, a settlement arrived at in the course of conciliation proceedings with a recognized majority union will be binding on all workmen of the establishment and even to those who belong to the minority union which had objected to the same. The object obviously is to uphold the sanctity of settlement reached with the active assistance of the Conciliation Officer and to discourage an individual employee or a minority union from scuttling the settlement. A settlement reached with the help of Conciliation Officer has an underlying assumption that it must be fair and reasonable and can, therefore, safely be made binding not only on the workmen belonging to the union signing the settlement but also on others. Law to this effect was laid by the Apex Court in *Barauni Refineries Pragatisheel Shramik Parishad* [1991 (1) L.L.J. 46].

11. A settlement shall be binding upon the parties for such period as is agreed upon or for a period of six months from the day on which the memorandum of settlement is signed by the parties and shall continue to be binding on the parties after expiry of the period referred above, until expiry of two months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party to the settlement. Thus there are three stages with different legal effects on the life of a settlement. There is a specific period contractually or statutorily fixed as the period of operation. After expiry of statutorily fixed period, settlement does not cease to be effective. But it continues to be binding on parties until notice has been given by one of the parties of its intention to terminate it and two months have not elapsed from the date of such notice. This is the second stage. The last stage is arrived at when period of notice, under sub-section (2) of Section 19 of the Act, expires. After this the settlement ceases to be binding under the Act. However, termination of the settlement will not have effect of extinguishing the rights following therefrom. The right and obligation which flow from a settlement are not wiped out.

12. Settlement Ex.MW1/1 shall be binding on the parties for a period of six months from the date on which

the memorandum of settlement was signed by the parties to the dispute, as enacted by sub Section (2) of Section 19 of the Act. It shall continue to be binding on the parties after the expiry of period of six months, until the expiry of two months from the date on which a notice in writing of intention to terminate settlement is given by one of the parties to the other party to that settlement. Thus, during the agreed period of settlement, where parties have agreed upon a period, or during the period of six months from the date when the settlement came into force, the settlement cannot be terminated by the parties. A settlement does not cease to be binding ipso facto on expiry of the period agreed upon by the parties, or six months from the date on which memorandum of settlement was signed by the parties to the dispute. It is not open to a party to terminate and unilaterally repudiate the settlement, without compliance of the provisions of sub-section (2) of Section 19 of the Act. A party intending to terminate a settlement have to give a notice in writing to the other party of its "intention to terminate the settlement". Settlement will be terminated after the expiry of two months from the date on which a notice is given. Therefore, terms of settlement would continue to govern relationships between the parties after the notice of termination and till the expiry of a period of two months. The only condition that is to be fulfilled by such a notice is that a period of two months from the date of notice must end on the expiry of the settlement and not before it. Requirement of law will be satisfied if (1) a notice in writing is issued, (2) which conveys a clear intention to terminate the settlement, (3) on a date after the period of settlement agreed upon, and (4) a period of two months has elapsed between the date of issue of the notice and termination of settlement. Otherwise the settlement shall continue to be binding for a further period of two months from the date of notice.

13. Here in the case notice was given to terminate the settlement on 27-6-2006. Though the claimant disputes service of the notice Ex.MW1/2 in her testimony, yet in claim statement she admits that the notice was served upon her. Therefore it is emerging over the record that the claimant had tried to unfold false facts on the issue of service of notice on her. Above circumstances crystallise that notice Ex.MW1/2 was given on 27-6-2006. Services of this notice could terminate the settlement Ex.MW1/1 on 26-8-2006 and not earlier to that date. Settlement Ex.MW1/2 continues to be in operation till 26-8-2006. Therefore, termination of services of Smt. Amarjeet Kaur on 23-8-2006 is in violation of the settlement Ex.MW1/1.

14. Smt. Amarjeet Kaur served the bank from 1-1-99 till 23-8-06. "Continuous Service" has been defined by Section 25B of the Act. Under sub-section (1) of the said section, "continuous service for a period" may comprise of two period viz. (i) uninterrupted service, and (ii) interrupted service on account of (a) sickness, (b) authorized leave, (c) an accident, (d) a strike which is not legal, (e) a

lock-out, and (f) a cessation of work that is not due to any fault on the part of the workman, shall be included in the "continuous service." Sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not in "continuous service" within the meaning of clause (1) for a period on one year or six months, he shall be deemed to in continuous service for that period under an employer if he has actually worked for the days specified in clauses (a) and (b) thereof. In *Vijay Kumar Majoo* (1968 Lab. I. C. 1180) it was held that one year's period contemplated by sub-section (2) furnished a unit of measure and if during that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year a person had put in at least 240 days of service, then he must get the benefit conferred by the Act. Consequently, an enquiry has to be made to find out whether the workman has actually worked for not less than 240 days during a period of 12 calendar months immediately preceding the retrenchment.

15. At the cost of replication, it is said that Amarjeet Kaur was retrenched on 23-8-06. She was engaged by the management on 1-1-99. Management nowhere claims that her service was interrupted for any reasons other than those detailed in sub-section (1) of Section 25-B of the Act. She rendered more than 240 days continuous service during the period of 12 calendar months immediately preceding the date of her retrenchment. Her case is covered within the definition of "continuous service" as enacted in Section 25-B of the Act. Therefore, it is appropriate to conclude that she acquired status of an industrial employee, on rendering continuous service of one year with the management.

16. As per facts projected by Amarjeet Kaur and those confirmed by Shri J. K. Bansal, Amarjeet Kaur rendered continuous service for 240 days in each calendar year. To prove that her services were retrenched by the management, the claimant is under an obligation to establish that it falls within the ambit of clause (oo) of Section 2 of the Act, which defines "retrenchment" thus:

(oo) "retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include—

(a) Voluntary retirement of the workman; or

(b) Retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c) Termination of the service of a workman on the ground of continued ill-health;

17. No evidence worth name has been brought over the record that services of the claimant came to an end, when punishment of dismissal was awarded to her by way of disciplinary action or she sought voluntary retirement. No case has been projected that she reached the age of superannuation or her services were dispensed with on the ground of continued ill health. Though the management claims that it was a stop-gap arrangement, but no appointment letter, detailing these facts has not been placed on the record. It was for the management to prove that she was appointed for a specific period and her services came to an end for non-renewal of her contract of employment. There has been a complete vacuum of evidence on that proposition. Claimant deposed that her services were abruptly disengaged by the management. Considering all these facts, it is concluded that the claimant could establish that disengagement of her services answers the definition of retrenchment, as contained in clause (oo) of Section 2 of the Act.

18. Smt Amarjeet Kaur deposed that neither notice nor pay in lieu thereof was given to her. Retrenchment compensation was not paid to her. On these facts Shri J.K. Bansal feigned ignorance and testified that he was not aware whether retrenchment compensation was paid to her or not. Services of the workman were retrenched without payment of notice pay, and retrenchment compensation. The management was under an obligation to pay retrenchment compensation at the time of her retrenchment. Payment of retrenchment compensation is a condition precedent to a valid order of retrenchment. Precedents in *Bombay Union of Journalists* case [1964 (1) LLJ 351], *Adashwar Lal* (1970 Lab. I. C. 936) and *B. M. Gupta* [1979 (1) LLJ 168] announce that subsequent payment of compensation can not validate an invalid order of retrenchment. As retrenchment compensation was not paid to her, consequently action of the management falls within the mischief of Section 25-F of the Act.

19. When retrenchment is pre-se illegal, normal rule is reinstatement of an employee in the services. However the said normal rule is not applicable to the present controversy, since the claimant was not appointed in accordance with rules. Her engagement was dehors the rules. Her services were availed by the bank till a regular incumbent recruited, in accordance with the rules. It is not disputed by the claimant that Naresh Kumar was recruited in accordance with the rules against the said post on 17-4-2004. In *Uma Devi* [2006 (4) SCC 1] the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the posts concerned. *Catena*

of decisions over the subject were considered and the Court declined the submissions of the workmen to be made permanent on the posts which were held by them in temporary or ad-hoc capacity for a fairly long spell. The Court ruled thus:

“With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court, in our view is bound to insist on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent—the distinction between regularization and making permanent was not emphasized here—can only encourage the State, the model employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in *Piara Singh* [1992 (4) SCC 118] is to some extent inconsistent with the conclusion in para 45 of the said judgement therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really it cannot be said that this decision has laid down the law that all ad-hoc, temporary or casual employees engaged without following a regular recruitment procedure should be made permanent.”

20. Taking note of some of recent decisions, the Apex Court held that the State does not enjoy a power to make appointments in terms of Article 162 of the Constitution. The Court quoted its decision in *Girish Jyanti Lal Vaghela* [2006 (2) SCC 482] with approval wherein it was ruled thus :

“The appointment to any post under the State can only be made after a proper advertisement has been made inviting applications from eligible candidates and holding of a selection by a body of experts or a specially constituted committee, whose members are fair and impartial through a written examination or interview or some other rational criteria for judging the inter se merit of candidates, who have applied in response to the advertisement made. A regular appointment to the post under the State or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting applications from the Employment Exchange where eligible candidate get their names registered. Any regular appointment made on a post under the State or Union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under Article 16 of the Constitution.”

21. In *P. Chandra Shekhara Rao and others* [2006 (7) SCC 488] the Apex Court referred *Uma Devi's* case (supra) with approval. It also relied the decision in *Uma Rani* [2004 (7) SCC 112] and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the appointment, have been made in contravention of the statutory rules. In *Somveer Singh* [2006 (5) SCC 493] the Apex Court ruled that appointment made without following due procedure cannot be regularized. In *Indian Drugs & Pharmaceuticals Ltd.* [2007 (1) SCC 408] the Apex Court reiterated the law and announced that the rules of recruitment can not be relaxed and court can not direct regularisation of temporary employees dehors the rules, nor can it direct continuation of service of temporary employee (whether called a casual, ad-hoc or daily rated employee) or payment of regular salaries to them.

22. In *Uma Devi* (supra) it was laid that when a person enters a temporary employment or get engagement as contractual or casual worker and the engagement is not based on a proper selection as recognized by the relevant rules or procedure, he is aware of the consequence of the appointment being temporary, casual or contractual in nature. such a person cannot invoke the theory of legitimate expectation for being confirmed for the post when an appointment to the post could be made only by following a proper procedure or selection in any concerned cases, in consultation with the Public Service Commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek relief of being made permanent in the post. In view of those precedent neither continuance nor regularisation of services of the claimants can be ordered, since it would amount to back door entry into Government job.

23. When the claimant cannot be reinstated in the service of the management bank, this Tribunal has to award compensation to the workman in lieu of her reinstatement. No definite yardstick for measuring the quantum of compensation is available. In *S. S. Shetty* [1957 (11) LLJ 696] the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in lieu of reinstatement, in the following words:

“The Industrial Tribunal would have to take into account the terms and conditions of employment, the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exist or of the workman being awarded various benefits including

reinstatement under the terms of future awards by Industrial Tribunal in the event of industrial disputes arising between the parties in future.....In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award.

Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to make as correct as estimate as is possible bearing of course in mind all the relevant factors pro and con".

24. A Divisional Bench of the Patna High Court in *B. Choudhary Vs. Presiding Officer, Labour Court, Jameshedpur* (1983) Lab I. 1755 (1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz., (i) the back wages receivable, (ii) compensation for deprivation of the job with future prospect and obtainability of alternative employment; (iii) employee's age (iv) Length of service in the establishment, (v) capacity of the employer to pay and the nature of the employer's business; (vi) gainful employment in mitigation of damages; and (vii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to *Tabesh Process, Shivakashi* (1989 Lab. I. C. 1887).

25. In *Assam Oil Co. Ltd.* [1960 (1) LLJ 587] the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her own earning in the alternative employment and ordered that "it would be fair and just to direct the appellant a substantial sum as compensation to her. "In *Utkal Machinery Ltd.* [1966 (1) LLJ 398] the amount of compensation equivalent to two years salary of the employee awarded by the Industrial Tribunal was reduced by the Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In *A. K. Roy* [1970 (1) LLJ 228] compensation equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In *Anil Kumar*

Chakarborty [1962 (11) LLJ 483] the Court converted the award of reinstatement into compensation of a sum of Rs. 50,000 as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In *O. P. Bhandari* [1986 (11) LLJ 509]. The Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 years salary as reasonable. In *M. K. Aggarwal* [1988 Lab I. C. 380], the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In *Yashveer Singh* [1993 Lab. I. C. 44] the court directed payment of Rs. 75,000 in view of reinstatement with back wages. In *Naval Kishor* [1984 (11) LLJ 473] the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In *Sant Raj* [1985 (11) LLJ 19] a sum of Rs.2 lac was awarded as compensation in lieu of reinstatement. In *Chandu Lal* (1985 Lab. I.C. 12225) a compensation of Rs. 2 lac by way of back wages in lieu of reinstatement was awarded. In *Ras Bihari* (1988 Lab. I. C. 107) a compensation of Rs. 65,000 was granted in lieu of reinstatement, since the employee was gainfully employed elsewhere. In *V. V. Rao* [1991 Lab I. C. 1650] a compensation of Rs. 2.50 lac was awarded in lieu of reinstatement.

26. In view of above propositions, case of the workman is to be considered. Claimant served the management bank from 1st of January, 1999 till 23rd of August, 2006. She also served the bank against a leave vacancy from 1999 till 1998. She was a part time casual employee. Her wages were paid @ Rs.-2000 PM. Taking into account all these aspects, besides the fact that notice pay and retrenchment compensation was not paid to her, I am of the view that an amount of Rs. 25,000 would be appropriate compensation for her. Cost of Rs. 5000 is also awarded to her. Amount of compensation and litigation cost would be paid by the bank within a period of one month from the date when award comes into operation. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

DATED: 13-5-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 28 मई, 2010

का.आ. 1561.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, दिल्ली के पंचाट (संदर्भ संख्या 75/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2010 को प्राप्त हुआ था।

[सं. एल-12012/44/2006-आईआर(बी-1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 28th May, 2010

S.O. 1561.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 75/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Delhi as shown in the Annexure in the Industrial Dispute between the management of State Bank of Patiala and their workmen, received by the Central Government on 28-5-2010.

[No. L-12012/44/2006-IR (B-I)]

SURENDRA SINGH, Desk Officer
ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
No. I. KARKARDOOMA COURT COMPLEX, DELHI
I.D.No. 75/2006**

Smt. Bhagwanti W/o Late Sh. Surja Ram,
Resident of Ward No. 1, Near Balmiki Dharamshala,
(Tubewell Wali Gali),
Barwala Town,
Distt. Hissar (Haryana).

....Workman

प्रतिवादी

The Regional Manager,
State Bank of Patiala,
Kothi No. 120, Sector 15,
Hissar (Haryana).

....Management

AWARD

Smt. Bhagwanti was appointed as water carrier on 23-3-1993 at Barwala Branch of State Bank of Patiala. Smt. Bhagwanti were terminated w.e.f. 17-7-2004. She raised demand for reinstatement of her services. When her request was not conceded to, she raised a dispute before the Conciliation Officer. Since conciliation proceedings failed the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-12012/44/2006-IR (B-I), New Delhi dated 22nd of September, 2006 with following terms:

“Whether the action of the management of State Bank of Patiala in terminating the services of Smt. Bhagwanti W/o Sh. Surja Ram w.e.f. 17-7-2004 is just and legal? If not, to what relief the workman is entitled to?”

2. Claim statement was filed by Smt. Bhagwanti pleading therein that she was appointed by the management as a water carrier on 23-3-1993 at its branch office located at Barwala. Her work and conduct was upto the mark and there was no complaint whatsoever regarding her work and conduct. When she demanded regularization of her services in the bank the management got annoyed and terminated her services on 16-7-2004. No notice was given to her before terminating her services. Some one else was appointed by the management for the same post and

same purpose. She presented that her wages was not paid for last 16 months, despite various requests and demands. She visited the office of the management on many occasions and requestd to reinstate and pay her back wages, but all her efforts failed. she prayed for her reinstatement with full back wages and continuity of service.

3. Contest was given to the claim statement pleading that neither the claimant is a workman nor management being a financial institution is an industry, hence provisions of Industrial Disputes Act are not applicable. The claimant has never completed 240 days service in the preceding year, prior to alleged date of her termination. It is stated that workman is under an obligation to prove that she had rendered 240 days continuous service with the management from 18-7-2003 to 17-7-2004. Management projected that the workman was not engaged by the management as a water carrier on 23-3-1993 at its branch office, located at Barwala. In fact she was engaged as waterman on contract that too on a casual basis. Her engagement was subject to availability of the work. When specific work came to an end her services were disengaged. She was paid for the work done by her from time to time. Management denied the proposition that when she demanded regularization of her service in the bank it got annoyed and finally terminated her services on 16-7-2004. Management projected that appointments against regular post are made by the Banking Services Recruitment Board by way of advertisement in leading Newspaper, followed by competitive examination. Branch Manager was/is not at all competent to make any regular appointment. Claim of the workman is wrong, baseless and full of concoctions. It was submitted that nothing was due to the claimant from the management, as she was paid daily wages as and when she performed job of waterman. She is not entitled to back wages and reinstatement in the job, as alleged. Her claim statement is devoid of merits and liable to be dismissed

On pleadings of the parties the following issues were settled:

1. Whether the workman had rendered continuous service of 240 days, preceding 12 months from 17-7-04?
2. As in terms of reference.
3. Relief.

4. Smt. Bhagwanti (WW1) and Shri Jitender Singh (WW2) were examined on behalf of the workman. Shri O.P. Raheja, Cheif Manager, State Bank of Patiala was examined on behalf of the management. No other witness was examined by either of the parties.

5. Arguments were heard at the bar. Shri Bharat Bhushan, authorised representative, advanced arguments on behalf of the workman, Shri Mukesh Sehgal authorised representative raised submissions on behalf of the management. I have given my careful considerations to

the arguments advanced at the bar and cautiously perused the record. My finding on issues involved in the controversy are as follows :

Issue No. 1

6. Smt. Bhagwanti swears in her affidavit that she was engaged by the management as a water carrier on 23-3-1993 at its branch office, Barwala. Her work was upto the mark and there was no complaint whatsoever regarding her work and conduct. When she demanded regularization of her services vide letter dated 7-12-2001, the management got annoyed and terminated her services on 16-7-2004 without any cause reason or justification. She was not paid her wages for last 16 months. Shri Raheja deposed that the claimant was engaged as a casual labour on contract basis. He unfolds that she worked on intermittent period from July, 2002 to June, 2004 for 181 days only.

7. Question for consideration comes as to whether Smt. Bhagwanti acquired status of a workman. For an answer definition of word "workman" as given in clause (s) of Section 2 of the Industrial Disputes Act, 1947 (in short the Act) needs consideration, which is extracted thus:

"(s) workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with or as a consequence of that dispute, or whose dismissal discharge or retrenchment has led to that dispute, but does not include any such person.

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or

(ii) who is employed in police service or as an officer or other employee of a prison; or

(iii) who, is employed mainly in a managerial or administrative capacity; or

(iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

8. Definition of workman contains three limbs, First limb of the definition gives statutory meaning of the words and determines a workman by reference to a person (including an apprentice) employed in an industry to do any manual unskilled, skilled, technical, operative, clerical or supervisory work for hire or reward. The second limb is designed to include a person - (i) who has been dismissed, discharged or retrenched in connection with an industrial dispute, or (ii) whose dismissal, discharge or

retrenchment is in connection with an industrial dispute, or (iii) whose dismissal, discharge or retrenchment has led to an industrial dispute within the ambit of workman. However, the third part of the definition excludes the categories of persons specified in clause (i) to (iv) from the expression "workman". The definition does not state that a person, in order to be a workman, should have been employed in a substantive capacity or on temporary basis in the first instance or after he is found suitable for the job after a period of probation. In other words, every person employed in an industry irrespective of his status - temporary, permanent or probationary - would be a workman. The expression "employed" has, at least two known connotations, that is, a relationship brought by express or implied contract of service in which employee renders service for which he is engaged by the employer and the latter agree to pay him in cash or kind, as agreed between them or statutorily provided. It discloses a relationship of command and obedience. Reference can be made to the precedent in Food Corporation of India's case [1985 (2) LLJ 4].

9. As claimed by the management the claimant was a casual worker. A casual worker has not been excluded out of the ambit of workman, within the meaning of clause (s) of Section 2 of the Act. Judicial precedents subscribe the same view. In Silver Jubilee Tailoring House [1993 (11) LLJ 495], the Apex Court ruled that tailors working on part time basis in tailoring shop fall within the definition of workman. Following that decision, a Division Bench of Bombay High Court in Raja Ram Rokare (1977 Lab. I. C. 1594) announced that part time carpenters and polishman engaged in the factory were workmen. Same view was taken by Allahabad High Court in P. N. Gulati (1977 Lab. I. C. 1088) wherein it was held that doctor employed in the industry for rendering medical aid to its employees on part time basis was a workman. In Govind Bhai Kena Bhai Maru (1988 Lab. I. C. 505) it was laid that the definition of the workman is sufficiently wide to include a "part time employee" within its sweep. Therefore, Smt. Bhagwanti, being a casual water carrier, falls within the definition of a workman.

10. Claimant swears in her affidavit that she was engaged as water carrier at Barwala branch of the bank on 23-3-93. She served the management, without any complaint. A demand for regularization of her service was raised by her vide letter dated 7-12-2001, copy of which is Ex.WW1/1. It annoyed the management and finally her services were terminated on 16-7-2004 without any cause, reason or justification. Jitender Singh deposed that on 23-3-93 he called Smt. Bhagwanti in the branch, at the instance of Shri Thakral, the branch manager. She was engaged as a watermaid. On these propositions Shri O. P. Raheja testified that Bhagwati was first engaged in July, 2002. She worked for 27 days in that month. She worked for 2 days in August, 2002, 4 days in September, 2002, 2 days in October, 2002, 24 days in November, 2002, 24 days in December, 2002, 26 days in January, 2003, 2 days in July, 2003 and one day in June, 2004. He announces that Smt. Bhagwanti had worked for 181 in all days with the bank.

She was paid her wages through vouchers, which are Ex. MW1/1 to Ex. MW1/17.

11. Facts projected by Bhagwanti that she was engaged as a watermaid on 23-3-93 were not controverted, when her testimony was purified by an ordeal of cross examination. Testimony of Jitender Singh also remained unassailed on that issue. Bhagwanti had sent a legal notice, copy of which is Ex. WW1/2. It was replied by the management, vide reply Ex. WW1/3. In her legal notice she raised a claim that she was engaged as water carrier on 23-3-93 and continuously worked with the management bank till 15-7-2004. In its reply Ex. WW1/3 the bank simply asserts that Bhagwanti used to visit Barwala branch often and then, to fetch drinking water. It was not disputed therein that she started working since March, 1993. Uncontroverted facts, contained in documents Ex. WW1/2, Ex. WW1/3 and ocular testimony of Jitender Singh and Bhagwanti bring it over the record that Smt. Bhagwanti was engaged at Barwala branch of the bank as water carrier since March, 1993.

12. Facts are explained by documents which were generated by the management. Ex. WW1/6 is a proposal put forward by Deputy General Manager for engagement of a "Kahar" in the branch. "In principle approval" of such engagement as part time employee was sought. In that document it is mentioned that till then services of a "kahar" were obtained on daily wage basis. Therefore, out of contents of Ex. WW1/6 it emerges over the record that services of "kahar" were obtained by Barwala branch of the bank on daily wages basis. Ex. WW1/7 also projects those very facts. Question for consideration comes as to who that daily wage kahar was whose services were obtained by the bank. Answer to this proposition is supplied by facts projected by Smt. Bhagwanti Jitender Singh and documents Ex. WW1/2 and Ex. WW1/3. Therefore, it stands crystallised that it was Smt. Bhagwanti who was working as daily wage kahar, on part time basis since 23-3-93 which reaffirms conclusions drawn above. She worked with the management upto July, 2002, for which engagement no record was produced. Subsequent to the period a claim has been projected that she worked only for 181 days till June, 2004. Therefore from March, 1993, she worked with the management continuously and could establish that she had rendered 240 days continuous service in a calendar year. Issue is, therefore answered in favour of the claimant and against the management.

Issue No. 2

13. Whether Smt. Bhagwanti is entitled to claim regularization of her services? An industrial workman is entitled to job security, permanency of tenure unless he is appointed in temporary or casual capacity. Where employment is of temporary nature it is normally function of the employer as to who should be made permanent and who should not be. In *Jaswant Sugar Mills* (1961 (1) LLJ 649) the Apex Court considered the definition of "permanent workman" "seasonal workman" and "temporary workman"

given in the standing orders and observed that a "seasonal workman" is engaged in a job which lasts during a particular season only, while a temporary workman may be engaged either in work of temporary or casual nature or temporarily for work of permanent nature but a permanent workman is one who is engaged in work of permanent nature only. The distinction between a permanent workman engaged on a work of permanent nature and a temporary workman engaged on work of a permanent nature is, in fact, that a temporary workman is engaged to fill in temporary needs of extra hands of permanent jobs. Thus when a workman is engaged on a work of permanent nature which lasts throughout the years, it is expected "he would perform the work permanently unless he has been engaged to fill in a temporary need". In other words, a workman is entitled to expect permanency of his services.

14. Permanency of tenure can be claimed only by such employees who have to work for all the working hours on all the working days and cannot be claimed by such workmen who are employed only on part time work. In *Gramophone Company Limited* (1964 (II) LLJ 131) the man power working in that company were required there only for recording of songs. The Apex Court ruled that they were not permanent workmen. In *Hindustan Aeronautics Limited* (1975 (II) LLJ 336) some casual employees working in the canteen were ordered to be treated as probationers from a particular date and appointed in permanent vacancies without going into the question as to whether more permanent workmen were needed in the canteen or not, over and above the existing strength. There were no permanent vacancy in the canteen nor the Tribunal directed to create new posts. The Apex Court ruled that the Tribunal was not justified in making these directions.

15. Admittedly Bhagwanti was working as part time employee. she was not performing her duties for all the working hours in the branch. Being part time employee she was not entitled for regularization of her services. She cannot expect permanency of her job. Jitender Singh deposed that branch manager summoned Bhagwanti in the Branch and engaged her as a part time kahar. Ex. MW1/1 to Ex. MW1/17 highlight that she was paid @ Rs.20 per day. These documents are not disputed by the claimant. Therefore it is emerging that she was engaged as a part time employee. She was not recruited in accordance with the rules. Neither her name was not sponsored by the Employment Exchange nor rules of recruitment were not followed at the time of her engagement.

16. In *Uma Devi* (2006 (4) SCC 1) the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts to prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the court declined the submissions of the workmen to be made permanent on the posts which were held by them in temporary or adhoc capacity for a fairly long spell. The Court ruled thus:

“With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court in our view is bound to insist on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent - the distinction between regularization and making permanent was not emphasized here-can only encourage the State, the model employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in *Piara Singh* (1992 (4) SCC 118) is to some extent inconsistent with the conclusion in para 45 of the said judgement therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all ad-hoc, temporary or casual employees engaged without following a regular recruitment procedure should be made permanent.”

17. Taking note of some of recent decisions the Apex Court held that the State does not enjoy a power to make appointments in terms of Article 162 of the Constitution. The Court quoted its decision in *Girish Jyanti Lal Veghela* (2006 (2) SCC 482) with approval wherein it was ruled thus.

“The appointment to any post under the State can only be made after a proper advertisement has been made inviting applications from eligible candidates and holding of a selection by a body of experts or a specially constituted committee, whose members are fair and impartial, through a written examination or interview or some other rational criteria for judging the inter se merit of candidates, who have applied in response to the advertisement made. A regular appointment to the post under the State or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting applications from the employment exchange, where eligible candidate get their names registered. Any regular appointment made on a post under the State or Union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under Article 16 of the Constitution”.

18. In *P. Chandra Shekhara Rao and Others* (2006 (7) SCC 488) the Apex Court referred *Uma Devi's* case (supra) with approval. It also relied the decision in *Uma Rani* (2004 (7) SCC 112) and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the appointment have been made in contravention of the statutory rules. In *Somveer Singh* (2006 (5) SCC 493) the Apex Court ruled that appointment

made without following due procedure cannot be regularized. In *Indian Drugs & Pharmaceuticals Ltd.* (2007 (1) SCC 408) the Apex Court reiterated the law and announced that the rules of recruitment can not be relaxed and court can not direct regularisation of temporary employees dehors the rules, nor can it direct continuation of service of a temporary employee (whether called a casual, ad-hoc or daily rated employee) or payment of regular salaries to them.

19. In *Uma Devi* (supra) it was laid that when a person enters a temporary employment or get engagement as contractual or casual worker and the engagement is not based on a proper selection as recognized by the relevant rules or procedure, he is aware of the consequence of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed for the post when an appointment to the post could be made only by following a proper procedure or selection in any concerned cases, in consultation with the public service commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary contractual or casual employees. It cannot also be held that the State held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek relief of being made permanent in the post. In view of law laid above neither continuance nor regularisation of services of the claimants can be ordered.

20. There is other facet of the coin. The Government of India issued an approach paper on 16-8-90, laying down guidelines for all public sector banks, for recruitment as well as absorption of temporary employees. Guidelines laid in the approach paper are not a matter of dispute. It has been laid in clause (a) of paragraph 6 of the approach paper that cases of temporary employees who have put in not less than 240 days of temporary service in 12 consecutive months and are entitled to the benefits of Section 25 F of the I.D. Act may be decided by entering into a settlement with the representative union. It may be pointed out that in order to have a binding effect of the settlement on the other parties, who are not parties to it, it will be necessary that the settlement should be arrived at in the course of the conciliation proceedings. Talks of settlement can be initiated by the management of each bank with its representative union during the conciliation proceedings and may be given effect to in terms of the provisions of the I. D. Act.

21. Modalities regarding test and or interview etc. for absorption of temporary employees in subordinate cadre were left to be finalized by the respective banks in their own discretion, keeping in view the main criteria proposed in the approach paper. It was further pointed out therein that eligibility of a candidate was to be considered only on the date he was first engaged as temporary employee. Only temporary employees who had put in

minimum temporary service of 90 days or more after the cut off date, that is 1-1-82 were to be eligible for consideration under the scheme. Vacancies for absorbing the temporary employees who were to be finally approved, were to be identified by the management within the norms prescribed by the Ministry of Finance and the test/interview was to be conducted for filling up the vacancies allotted for a particular cadre in the year in which test/interview was being conducted. The above recruitments were to be subject to statutory requirements regarding reservation for S.C./S.T., physically handicapped and ex servicemen. The aforesaid approach paper provides one time measure, to be adopted by all public sector banks to regularize the services of temporary employees.

22. Shri Sehgal does not dispute that the said approach paper was followed by the Bank of Baroda and steps were taken to regularize all temporary employees, in pursuance of the directives given therein. However, the management disputes that Smt. Bhagwanti's case fall within all four corners of the guidelines laid in the said approach paper or settlement arrived at with the representative union. Contra to it, the claimant asserts that she has been discriminated by the management, when her services were not regularized in accordance with the criteria laid in the approach paper.

23. Equality before law and equal protection of laws are fundamental rights of every person ordains Article 14 of the Constitution. The guiding principles laid in Article 14 are that persons who are similarly situated, shall be treated alike both in privileges conferred and liability imposed, which means that amongst equals the law should be equal and should be equally administered and that like should be treated alike. Article 16 of the Constitution guarantees equality of opportunities for all citizens in matters relating to employment or appointment to any office under the State. What is guaranteed is the equality of opportunity. Like all other employers, Government is also entitled to pick and choose from amongst a large number of candidates offering themselves for employment. But the selection process must not be arbitrary. The guarantee given by clause (a) of Article 16 of the Constitution will cover (a) initial appointments (b) promotions (c) termination of employment (d) and matters relating to salary, periodical increments, leaves, gratuity pension, age of superannuation etc. Matters relating to employment or appointments include all matters in relations to employment both prior and subsequent to the employment which are incidental to the employment and from part of the terms and conditions of such employment.

24. Fundamental rights guaranteed by Article 14 forbids class legislation, but does not forbid classification or differentiation which rests upon reasonable ground of discretion. Classification is the recognition of the relations and in making it the Government must be allowed a wide latitude of discretion and judgment. In a way, the consequences of such classification would undoubtedly be to differentiate persons belonging to that class from

others. The classification must be founded on an intelligible differentia which distinguishes persons or things that are grouped together from others left out of the group and the differentia must have a rational relation to the object sought to be achieved. Classification may be made according to the nature of persons, nature of business and may be based with reference to time.

25. Concept of equality guaranteed by Article 16 of the constitution is something more than formal equality and enables the underprivileged groups to have a fair share by having more than equal chance and enables that state to give favoured treatment to those groups by achieving real equality with reference to social needs. 'Protection discrimination' enabled the state to adopt new strategy to bring under privileged at par with the rest of the society, by providing all possible opportunities and incentives to them. Therefore a class may be allowed to have preferential treatment in the matter relating to employment or appointment. There cannot be rule of equality between members of separate and independent group of persons. Persons can be classified in different groups, based on its terms of nature of persons, nature of business and with reference to time.

26. Approach paper provides one time measure to consider cases of temporary employees who had put in 90 days services in the bank, for employment in the bank. Cut off date for consideration of such an employee is 1st January, 82. The approach paper was issued on 16th of August, 90. Therefore, the management bank was to consider cases of temporary employees for regular appointment/absorption in 1990 or 1991. Approach paper was not to remain in operation in future. The claimant was engaged on 23-2-93. Her engagement as a casual watermaid took place much after the issuance of the said approach paper. Therefore, her case is based on different and distinct facts. She has been categorised in a group, who does not fall in parity with the temporary employees whose cases were considered under the said approach paper. Differentia was based in respect of time and the claimant is not found at par with the category of persons, whose cases were considered. Therefore, even on the strength of the approach paper referred above, Bhagwanti is not entitled for absorption/appointment in the services of the bank.

27. However Smt. Bhagwanti could show that she rendered continuous services for 240 days in a calendar year. But her appointment was dehors the rules. Therefore, she is not entitled for reinstatement in the services of the bank. Her retrenchment was without service of any notice or payment of retrenchment compensation. Retrenchment of Smt. Bhagwanti is violative of the provisions of section 25 of the Act. Her retrenchment cannot result into reinstatement of her services, since it would amount to back door entry in the Government job.

28. What should be quantum of compensation which can be awarded to her. No definite yardstick for measuring the quantum of compensation is available. In S. S. Shetty

(1957 (11) LLJ 696) the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in lieu of reinstatement, in the following words:

“The industrial Tribunal would have to take into account the terms and conditions of employment the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exist or of the workman being awarded various benefits including reinstatement under the terms of future awards by industrial Tribunal in the event of industrial disputes arising between the parties in future.....In computing the money value of the benefits of reinstatement the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award.

Having regard to the considerations detailed above, it is impossible compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to make as correct as estimate as is possible bearing of course in mind all the relevant factors pro and con”.

29. A Divisional Bench of the Patna High Court in *B. Choudhary Vs. Presiding Officer, Labour Court, Jamshedpur* (1983) Lab. I. 1755 (1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz., (i) the back wages receivable (ii) compensation for deprivation of the job with future prospect and obtainability of alternative employment; (iii) employee's age (iv) Length of service in the establishment (v) capacity of the employer to pay and the nature of the employer's business (vi) gainful employment in mitigation of damages; and (viii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to *Tabesh Process, Shivakashi* (1989 Lab. I. C. 1887).

30. In *Assam Oil Co. Ltd.* [1960 (1) LLJ 587] the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her own earning in the alternative employment and ordered that “it would be fair and just to direct the appellant a substantial sum as compensation to her.” In *Utkal Machinery Ltd.* [1966 (1) LLJ 398] the amount of

compensation equivalent to two years salary of the employee awarded by the Industrial Tribunal was reduced by the Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In *A. K. Roy* (1970 (1) LLJ 228) compensation equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In *Anil Kumar Chakaraborty* (1962 (11) LLJ 483) the Court converted the award of reinstatement into compensation of a sum of Rs. 50000 as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In *O. P. Bhandari* (1986 (11) LLJ 509). The Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 years salary as reasonable. In *M. K. Aggarwal* (1988 Lab. I. C. 380), the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In *Yashveer Singh* (1993 Lab. I. C. 44) the court directed payment of Rs. 75000 in view of reinstatement with back wages. In *Naval Kishor* (1984 (11) LLJ 473) the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In *Sant Raj* (1985 (11) LLJ 19) a sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In *Chandu Lal* (1983 Lab. I. C. 12225) a compensation of Rs. 2 lac by way of back wages in lieu of reinstatement was awarded. In *Ras Bihari* (1988 Lab. I. C. 107) a compensation of Rs. 65000 was granted in lieu of reinstatement, since the employee was gainfully employed elsewhere. In *V. V. Rao* (1991 Lab. I. C. 1650) a compensation of Rs. 2.50 lac was awarded in lieu of reinstatement.

31. *Smt. Bhagwanti* rendered service to the management bank as a casual watermaid for more than ten years. She was being paid fixed wages of a part time employee. Considering all these aspects and surrounding circumstances a compensation of Rs. 20000 is deemed to be just, which can be accorded to the claimant. Issue is answered accordingly.

Relief.

32. In view of the facts and circumstances detailed above *Smt. Bhagwanti* is not entitled to the relief of reinstatement. However, her case is found to be justified for grant of compensation in her favour. Accordingly compensation of Rs. 20000 is awarded to her, in lieu of her reinstatement in the services of the management bank. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

DATED: 6-5-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 28 मई, 2010

का.आ. 1562.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई.सी.आई. सी.आई बैंक लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण दिल्ली के पंचाट (संवर्ग संख्या 9/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2010 को प्राप्त हुआ था।

[सं. एल-12012/241/2004-आई आर(बी-1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 28th May, 2010

S.O. 1562.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.9/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Delhi now as shown in the Annexure in the Industrial Dispute between the management of ICICI Bank Ltd. and their workmen, received by the Central Government on 28-5-2010.

[No. L-12012/241/2004-IR (B-1)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE DR. R.K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. I, KARKARDOOMA COURTS COMPLEX, DELHI
I.D. No. 9/2005

Shri Jasbeer Singh,
S/o Shri Kukhi Ram,
Village Mohammadpur,
P.O. Narshingpur,
Distt. Gurgaon.

WORKMAN

Versus

The Manager,
ICICI Bank Ltd.,
Hero Honda Motors Ltd.,
Sector-33, Gurgaon.

Management

AWARD

Claimant was engaged by I.C.I.C.I Bank (in short the management) as a sub staff. He served the management for some period. Thereafter his services were dispensed with. He raised a demand for reinstatement. When his demand was not conceded to, he raised an industrial dispute before the Conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudications, vide order No.L-12012/241/2004-IR(B-1) New Delhi, dated 15/21-3-2005, with the following terms:

"Whether the action of the management of I.C.I.C.I. Bank Ltd. in terminating the services of Shri Jagbeer Singh S/o Shri Kukhi Ram, peon w.e.f. 19-6-2002 is just, and legal? If not, to what relief the workman is entitled to?"

2. Claim statement was filed by Shri Jagbeer Singh pleading therein that he was appointed as a peon by the management on 18-8-98. No letter of appointment was issued. He served the branch located at plot No.81, Huda Shopping Centre, Sector 14, Gurgaon, for sometime. Thereafter he was transferred to a branch located at premises of Hero Honda Motors Ltd., Sector 33, Gurgaon, in an illegal manner. His services were dispensed with on 19-6-2002, without any cause. No charge sheet was served upon him. No notice or pay in lieu thereof was given. No retrenchment compensation was paid. Termination of his services was in violation of the provisions of section 25-F of the Industrial Disputes Act, 1947. Action of the management amounts to victimization. He is employed since date of his termination. He claims reinstatement in services of the management with continuity and full back wages.

3. Management demurred the claim pleading therein that there existed no relationship of employer and employee between the parties. Security and house keeping services were outsourced by the management. A contract was entered into for those services. Claimant may be one amongst those persons who were deployed by the contractor. It has been denied that the claimant was engaged as sub-staff by the bank. It has further been denied that he served branch of the bank located at plot No.81, Huda Shopping Centre, Sector 14, Gurgaon and thereafter transferred to the branch located in premises of Hero Honda Motors Ltd., Sector 33, Gurgaon. It has been disputed that his services were dispensed with on 19-6-2002. A claim has been made that since he was an employee of the contractor no notice or pay in lieu thereof was required to be given. He was not entitled to retrenchment compensation. His claim deserves dismissal, hence it may be dismissed.

4. Claimant has examined himself in support of his claim. Shri Jagbeer Singh Koel was examined on behalf of the management. No other witness was examined by either of the parties.

5. Arguments were heard at the bar. Shri Dhaneshwar Tyagi, authorised representative, advanced arguments on behalf of the claimants. Shri S.D. Asthana for Shri Sammer Kaushik, authorised representative, raised his submissions on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:—

6. Claimant swears in his affidavit that he was appointed as peon on 18th of August, 98 at a branch located at plot No.81, Huda Shopping Centre, Sector 14, Gurgaon. After sometime he was transferred in an illegal manner to

the branch located in premises of Hero Honda Motors Ltd., Sector 31, Gurgaon. No appointment letter was issued in his favour. On 19-6-2002 his services were dispensed with in an illegal manner. At that time he was getting Rs.2500 as his wages. No notice or pay in lieu thereof was given to him. No retrenchment compensation was paid to him. He is unemployed since the date of his termination. During the course of his cross examination, he concedes that employee number was not allotted to him. He further concedes that no identity card was issued in his favour. He could not affirm or deny that regular employees of the bank were given employee number as well as identity card. He presents that documents Ex.MW1/W1 to Ex.MW1/W14 go to show that he was an employee of the bank.

7. Jagbeer Singh Koel testifies that in August, 1998 the claimant joined services of the management bank as peon on contract basis. In those days he (witness) was posted at a branch located at premises No. 81, Huda Shopping Centre, Sector 14, Gurgaon, Haryana, while Jagbeer Singh was working at branch located at Hero Honda Extension Counter, Sector 32, Gurgaon, Haryana. He presents that Jagbeer Singh was an employee of the contractor, namely, M/s. Delta Division. During the course of his cross examination, he concedes that claimant was working as sub staff to fetch record from one branch, or the other. Vouchers Ex. MW1/W1 to Ex. MW1/W14 bear signatures and stamp of the officials of the management. On the strength of these vouchers, salary of the claimant was released in his favour. He could not dispel those documents or explain as to why salary of the claimant was released by the bank in his favour when he was an employee of the contractor.

8. When evidence adduced by the rival parties is appreciated, it emerges over the record that the management bank disputes existence of relationship of employer and employee between the parties. A claim has been made that Jagbeer Singh was an employee of the contractor, namely, M/s Delta Division. Contra to it claimant projects that he was an employee of the management bank and his salary was released in his favour for various months through vouchers Ex. MW1/W1 to Ex. MW1/W14. Question for consideration comes as to whether a contract of service was entered into between the parties. The relationship of employer and employee is constituted by a contract, express or implied between employer and employee. A contract of service is one in which a person undertakes to serve another and to obey his reasonable orders within the scope of the duty undertaken. A contract of employment may be inferred from the conduct which goes to show that such a contract was intended although never expressed and when there has, in fact, been employment of the kind usually performed by the employees. Any such inference, however, is open to rebuttal as by showing that the relation between the parties concerned was on a charitable footing or the parties were relations or partners or were directors of a limited

company which employed no staff. While the employee, at the time, when his services were engaged, need not have known the identity of his employer, there must have been some act or contract by which the parties recognized one another as master or servant.

9. Jagbeer Singh Koel admits that document Ex. MW1/W1 to Ex. MW1/W14 bear signatures and stamp of the officials of the management bank. Therefore, it is evident that genuineness and authenticity of these documents are not in dispute. When these documents were closely perused, it came to light that courier charges were released in favour of Shri J.S.Deswal on the strength of Ex. MW1/W2, Ex. MW1/W8, Ex. MW1/W9, Ex. MW1/W10, Ex.MW1/W11, Ex.MW1/W12, Ex.MW1/13 and Ex. MW1/W14. Ex.MW1/W1, Ex. MW1/W5, Ex.MW1/W6 and Ex. MW1/W7 relate to one Balbir Singh and not the claimant. Ex.MW1/W3 projects that a sum of Rs. 2000 was released in favour of J.S.Deswal towards his wages for the month of December,2000. In the same manner Ex. MW1/W4 highlights that a sum of Rs. 2000 was released in favour of J.S.Deswal towards his salary for the month of January, 2001 and Ex. MW1/W12 presents that salary for the month of March, 2001 was released by the management in favour of Shri J.S.Deswal. Shri Jagbeer Singh Koel concedes that through these vouchers salary of the claimant was released in his favour by the management bank for various months. J.S.Deswal and Jagbeer Singh are names of the claimant, which fact emerges out of admission made by Shri Jagbeer Koel. Documents referred above coupled with admission made by Shri Jagbeer Singh Koel, go to establish that the claimant worked for the management bank and his salary for the month of December, 2000, January, 2001 and March, 2001 were released. These documents as well as ocular facts testified by Jagbeer Singh Koel demolish the stand of the management that Jagbeer Singh was never their employee. It is emerging over the record that relationship of employer and employee between the parties were created, services of the claimant were utilized by the management and accordingly salary was released in favour of the claimant for various months.

10. Claimant projects that he joined services of the management bank as a peon on 18-8-98. He was employed at a branch located at plot No. 81, Huda Shopping Centre, Sector 14, Gurgaon. Subsequently he was transferred to a branch located in the premises of Hero Honda Motors Ltd., Sector 33, Gurgaon. These facts were not questioned either by way of cross examination or by adducing some independent piece of evidence. Jagbeer Singh Koel deposed in one breath that the claimant was employed as a peon on contract basis at branch located at premises of Hero Honda Ltd., Sector 33, Gurgaon, while in subsequent breath he attempted to present that he was an employee of the contractor, namely, M/s Delta Division. Hollowness of his testimony emerges when he concedes genuineness and authenticity of documents Ex. MW1/W1 to Ex. MW1/W14.

Some of these documents speak about release of courier charges, while three project that salary of the claimant was released by the management bank in his favour for the months of December, 2000 and January, 2001 and March, 2001.

11. An industrial adjudicator has to adjudicate upon the dispute between employers and their workmen, while determining rights and wrongs of the claim made. In adjudication of such rights an industrial adjudicator has to freely apply principles of justice, equity and good conscience, without attaching undue importance to legal technicalities, keeping in view that their jurisdiction is invoked not for enforcement of mere contractual obligations but for prevention of unfair labour practice and for restoration of industrial peace on the basis of collective bargaining. Therefore, industrial adjudicator has to proceed on the basis of certain broad guidelines. The powers of the Tribunal are to be derived from the statutes, which are rules of the game and the Tribunal has to decide according to these rules. An industrial adjudicator should completely feel free from tyranny of dogmas or sub-conscience pressures of pre-conceived notions. His approach has to be pragmatic and the test, it has to apply, would not admit of any rigid or inflexible formula.

12. While appreciating facts testified by the parties, this Tribunal has to proceed further on the principles of justice, equity and good conscience. Jagbeer Singh claims himself to be an employee of the management bank since 18-8-98, which proposition was disputed by his opponent. However, release of salary in favour of Jagbeer Singh by the management bank unfold those facts, which the latter wants to conceal. When he was an employee of the contractor, under what circumstances his salary was released by the management bank, has not been explained. Courier charges were also released in his favour many a times. All these aspects go to show that the management bank had coined a story of his employment by a contractor. He was engaged directly by the management as a sub-staff. Claimant could not show any document to the effect that his salary was paid by the management since August, 1998. However, claim of the management falls flat on the ground, when it had released salary in favour of the claimant for various months. Accordingly it is held that the evidence brought over the record clinches that the claimant was in the employment of the management bank since 18-8-98.

13. There is other facet of the coin. Assuming that the claimant was employed by the management bank through a contractor, in that situation this Tribunal has to assess as to whether contract between the principal employer and the contractor was genuine or sham and bogus. To assess that situation all facts are to be ascertained. Contract document and surrounding circumstances were required to be placed before this Tribunal or appreciation. Here in the case the management

opted not to produce the contract document before this Tribunal for its appreciation. Simply it was claimed that jobs of security and house keeping were out sourced to M/s. Delta. Division. The management nowhere brought it over the record as to what were terms of that agreement. No efforts were made to project that provisions of beneficial legislations were not denounced by way of out-sourcing jobs of security and house-keeping. The contractor was not an agent of the management, was a factor to be established by the management. There is a complete vacuum of evidence on these issues.

14. In *Steel Authority of India Limited (2001) 7 S.C.C. 1*, catena of decisions were considered by the Apex Court and it was laid therein that the contract labours fall in three classes viz, (1) where contract labour is engaged in or in connection with the work of an establishment and employment of contract labour is prohibited either because the industrial adjudicator/court ordered abolition of contract labour or because the appropriate Government issued notification under section 10 (1) of the Contract Labour (Regulation and Abolition) Act, no automatic absorption of contract labour working in the establishment was ordered, (2) where contract was found to be a sham and nominal, rather a camouflage, in which case the contract labour working in the establishment of the principal employer were held, and in fact and in reality to be the employees of the principal employer himself. Indeed such cases do not relate to the abolition of contract labour but present instances wherein the court pierce the veil and declare the correct position and as a fact at the stage after employment of contract labour stood prohibited, (3) wherein discharge of statutory obligation of maintaining a canteen in an establishment the principal employer availed the services of the contractor. The courts have held that the contract labour would indeed be employees of the principal employer. The Court ruled that neither section 10 of the Contract Labour Act nor any other provision in that Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub section (1) of section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It was further ruled therein that in *Saraspur Mills case [1974 (3) SCC 66]*, the workman engaged for working in the canteen run by the Cooperative Society for the appellant were the employees of the appellant mills. In *Basti Sugar Mills (AIR 1964 S.C. 355)* a canteen was run in the factory by the Cooperative Society and as such the workers working in the canteen were held to be employees of the establishment. The Apex Court ruled that these cases fall in class (3) mentioned above. Judgment in *Hussain Bhai (supra)* was considered by the Apex Court in the said precedent and it

was ruled therein that the said precedent falls in class (2), referred above. The Apex Court concluded that on issuance of prohibitive notification under section 10 of the Contract Labour Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by the contract labour in regard to conditions of service, the Industrial Adjudication will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislation so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned, subject to the conditions as may be specified by it for that purpose.

15. At the cost of repetition, it is said that the management opted not to produce the contract, entered into between it and M/s. Delta Division, for supply of contract labours for security and house keeping jobs. The claimant could show that the job of sub-staff was being taken from him. In a banking industry, sub-staffs are required to carry out jobs of attendant peon and dafti etc. Such jobs are of perennial in nature. The claimant used to work in the premises of the management under its control and supervision. His wages were paid directly by the management. It gives an inference that the contractor was an agent of the management and not an independent party. Wages paid to the claimant were less than the minimum wages, notified by the appropriate Government. All these factors constrain me to declare that the agreement, if any, between the management and M/s. Delta Division was not genuine, but a mere camouflage, sham and bogus and the claimant is a direct employee of the management since 18-8-98.

16. Jagbeer Singh presents that he rendered continuous service with the management till 19-6-2002, when his services were dispensed with. Not even an iota of fact was brought over the record to dispute that proposition. "Continuous Service" has been defined by section 25-B of the Industrial Disputes Act, 1947 (in short the Act). Under sub-section (1) of the said section, "continuous service for a period" may comprise of two period viz. (i) uninterrupted service, and (ii) interrupted service on account of (a) sickness, (b) authorized leave, (c) an accident, (d) a strike which is not legal, (e) a lock out, and (f) a cessation of work that is not due to any fault on the part of the workman, shall be included in the "continuous service." Sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not in "continuous service" within the meaning of clause

(1) for a period of one year or six months, he shall be deemed to in continuous service for that period under an employer if he has actually worked for the days specified in clauses (a) and (b) thereof. In Vijay Kumar Majoo (1968 Lab.I.C.1180) it was held that one year's period contemplated by sub-section (2) furnished a unit of measure and if during that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year a person had put in at least 240 days of service than he must get the benefit conferred by the Act. Consequently, an enquiry has to be made to find out whether the workman has actually worked for not less than 240 days during a period of 12 calendar months immediately preceding the retrenchment.

17. As detailed above, Jagbeer Singh was retrenched on 19-6-2002. He was engaged by the management on 21-8-1998. Management nowhere claims that his service was interrupted for any reasons other than those detailed in sub-section (1) of section 25 of the Act. He rendered more than 240 days continuous service during the period of 12 calendar months immediately preceding the date of his retrenchment viz. 19th June, 2002. His case is covered within the definition of "continuous service" as enacted in section 25-B of the Act. Therefore, it is appropriate to conclude that Jagbeer Singh acquired status of an industrial employee, on rendering continuous service of three years with the management.

18. Jagbeer Singh unfolds that his services were dispensed with abruptly on 19-6-2002. Shri Jagbeer Singh Koel (MWI) nowhere presents that notice or pay in lieu thereof was given to Jagbeer Singh, while terminating his services. Retrenchment compensation was not paid to him. The management was under an obligation to pay him compensation for retrenchment, while dispensing with his services. Payment of retrenchment compensation is a condition precedent to a valid order of retrenchment. Precedents in Bombay Union of Journalists case [1964 (1) LLJ 351], Adaiashwar Laal (1970 Lab.I.C. 936) and B.M. Gupta [1979 (1) LLJ 168] announce that subsequent payment of compensation can not validate an invalid order of retrenchment. As retrenchment compensation was not paid to Jagbeer Singh, consequently action of the management falls within the mischief of section 25-F of the Act.

19. Services of the workman were retrenched without payment of notice pay, and retrenchment compensation. It is well settled that in a case of wrongful retrenchment, dismissal or discharge, the normal rule is to award reinstatement. But where a case falls in any of the exception to general rule, the industrial adjudicator has discretion to award reasonable and adequate compensation, in lieu of re-instatement. Section 11A of the Act vests the industrial adjudicator with discretionary jurisdiction to give

“such other relief to the workman” in lieu of discharge or dismissal as the circumstances of the case may require, where for some valid reasons it considers that reinstatement with or without conditions will not be fair or proper.

20. Services of the claimant were dispensed with in violation of the provisions of Section 25-F of the Act. Circumstances projected by the claimant would show justification for a command to the management to reinstate his services. However, it is to be considered as to whether the claimant was gainfully employed in the intervening period. Though Jagbir Singh claimed that he is unemployed since the date of his termination, yet no cogent evidence was produced by him in that behalf. Consequently, this Tribunal has to consider quantum of wages, which can be awarded to the claimant for the intervening period. No definite yardstick for measuring the quantum of wages / compensation is available. In S.S.Shetty [1957 (11) LLJ 696] the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in lieu of reinstatement, in the following words:

“The Industrial Tribunal would have to take into account the terms and conditions of employment, the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself censing to assist or of the workman being awarded various benefits including reinstatement under the terms and future awards by Industrial Tribunal in the event of industrial disputes arising between the parties in future..... In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award.

Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to make as correct as estimate as is possible bearing, of course in mind all the relevant factors pro and con”.

21. A Divisional Bench of the Patna High Court in B.Choudhary Vs. Presiding Officer, Labour Court, Jamshedpur (1983) Lab.L.1755 (1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz. (i) the back wages receivable (ii) compensation for deprivation of the job with future prospect and obtainability of alternative

employment; (iii) employee's age, (iv) Length of service in the establishment, (v) capacity of the employer to pay and the nature of the employer's business, (vi) gainful employment in mitigation of damages; and (vii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to *Tabesh Process, Shivakashi* (1989 Lab. IC. 1887).

22. In *Assam Oil Co. Ltd.* [1960 (1) LLJ 587] the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her own earning in the alternative employment and ordered that “it would be fair and just to direct the appellant a substantial sum as compensation to her”. In *Utkal Machinery Ltd.* [1966 (1) LLJ 398] the amount of compensation equivalent to two year salary of the employee awarded by the Industrial Tribunal was reduced by the Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In *A.K.Roy* [1970 (1) LLJ 228] compensation equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In *Anil Kumar Chakaraborty* [1962 (11) LLJ 483] the Court converted the award of reinstatement into compensation of a sum of Rs. 50000 as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In *O.P. Bhandari* [1986 (11) LLJ 599] the Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 year salary as reasonable. In *M.K. Aggarwal* (1988 Lab IC. 380) the Apex Court through conferred to order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In *Yashveer Singh* [1993 Lab.I.C. 44] the court directed payment of Rs.75000/- in view of reinstatement with back wages. In *Naval Kishor* [1984 (11) LLJ 473] the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In *Sant Raj* [1985 (11) LLJ 19] a sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In *Chandu Lal* [1985 Lab.I.C.12225] a compensation of Rs.2lac by way of back wages in lieu of reinstatement was awarded. In *Ras Bihari*, [1988 Lab.I.C.107] a compensation of Rs. 65000 was granted in lieu of reinstatement, since the employee was gainfully employed elsewhere. In *V.V.Rao* [1991 Lab.I.C.1650] a compensation of Rs. 2.50 lac was awarded in lieu of

23. Considering the facts detailed above it is concluded that the claimant has been able to show that the action of the management in terminating his services w.e.f. 19-6-2002 was neither just nor legal. He is entitled for the relief of reinstatement with continuity of service. However applying yardsticks referred above, and on consideration of facts brought over the record by the respective parties, it is ordered that from 19-6-2002 till the date of his reinstatement, the management shall pay 25% of his back wages, admissible to him at the rate prevalent on the date of his retrenchment. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated: 14-5-2010

Dr. R.K. YADAV, Presiding Officer

नई दिल्ली, 28 मई, 2010

का.आ. 1563.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत सरकार निगम लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण केन्द्रीय, भावनगर के पंचाट (संदर्भ संख्या) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-05-2010 को प्राप्त हुआ था।

[सं. एल-40011/3/98-आई आर(डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 28th May, 2010

S.O. 1563.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.) of the Industrial Tribunal/Central, Bhavnagar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workmen, which was received by the Central Government on 28-05-2010.

[No. L-40011/3/98-IR (DU)]

SURENDER SINGH, Desk Officer

ANNEXURE

Exhibit-35

BEFORE SHREE S. S. PANCHAL INDUSTRIAL TRIBUNAL CENTRAL BHAVNAGAR

Reference I.T.C. (New) No. 24 of 2009

Reference I.T.C. (old) No. 74 of 2000

First Party : The Sub Divisional Officer,
Telegraphs, Telecom Deptt.
Bharat Sanchar Nigam Ltd.
Telecom Deptt.
Near Ramdevpir Mandir,
Bagasara (Gujarat)-365 440

Vs.

Second Party : It's Workman Sh. Hardesh Rajaram,
C/o, The Secretary,
Gujarat Rajya Ardh Sahakari Audhogik

Karmachari Sangh, S10, IInd Floor,
Sahajanand Market, Station Road, Amreli
(Gujarat) (0365601)

APPEARANCES:

Mr. H.N. Andhariya, Advocate for the First Party,

Mr. R.C. Pathak, Advocate for the Second Party.

AWARD

1. This Reference was referred to The Industrial Tribunal, Central, Ahmedabad for the adjudication, by the Government of India/ Bharat Sarkar, Ministry of Labour/ Shram Mantralaya, New Delhi, vide it's Office order No. L-40011/3/98- IR(DU) dated: 1 007 -2000 But later on, order bellow Civil Application No. 2024/2009 dated: 03-09-2009 passed by the Hon'ble High Court of Gujarat, this Reference has been transferred to this Tribunal. The schedule of the dispute is as under:

" Whether the action of the management of Divisional Engineer, Telegraphs, Amrell/Sub-Divisional Officer (t), Bagasara in terminating the services of Shri Hardesh Kumar Rajaram, casual labour is legal and justified? If r not, to what relief the workman is sentitled ? "

2. In the present case first party Sub Divisional Officer Telegraphs, Telecom Diptt., Bagasara will be referred as a "First Party", while concerned workman will be referred as a "Second Party concerned workman."

3. The second party concerned workman has filed his statement of claim vide Ex- 8 and was represented to this Tribunal that, Second Patty concerned workman was working as a Labour from 01-01-1990. Concerned workman was appointed on the post of labour which was vacant in the First Party. The concerned workman was serving in the First Party continuously. Even though, the Second Party concerned workman was retrenched from his services suddenly on 01-05-1994. The concerned workman has worked in the First Party more then 240 days continuously. The record of the presence of the concerned workman was kept in the First Party. While terminating his service the concerned workman had not been given any Show cause Notice, Notice pay or retrenchment compensation Second Party concerned workman has worked on the vacant post continuously up to more than 240 days. The Second Party concerned workman had been terminated vide their oral order from 1-5-1994. He had been retrenched without paying any compensation and without any notice, notice pay. After terminating him the First Party has engaged other workmen in their institute. Thus it is an illegal labour practice under Sec. 25(T) of the I.D. Act, 1947. And thus it is a clear breach of the Section 25H and 25 G of the Industrial Disputes Act, 1947. During the time of termination no any other due process of law has been performed by the First Parties. The First Party has not arranged any departmental

enquiry against the concerned workman before terminating him. Before terminating his services such a permission has not been taken from the Specified Authority. First Party has neither made seniority list nor it has been published. The junior workman has been keeping continuously in the service. While the concerned workman had been kept continuously for such a long time as a casual labour. Thus, the aforesaid order of the dismissal is liable to be illegal, malafied and unjustified in the eyes of law and therefore the action of the management in terminating the services of Sh. Hardesh Kumar Rajaram from 01-05-1994 is illegal and unjustified, and therefore the action of the management should be declared illegal. In the above-mentioned acts and circumstances of the case, the second party workman has prayed that, the first party may be directed to, reinstate the second party workman on his original post with full back wages and continuity of service and with all consequential benefits in the interest of Justice.

4. The First Party has given their reply for the Statement of the Claim submitted by the concerned workman, and the First party has submitted their reply vide Ex-14 and submitted that, the reference made by the Government is bad in law and, therefore, the same, deserves to be dismissed on this ground alone. Further the First party has submitted that the statement of claim is against the law and facts of the case hence the reference deserves to be dismissed on this ground also. First party has denied all the facts shown in the Statement of Claim, and further represented that, it is not true that the applicant has worked as Casual Labour since 01-01-1990, and it is not true that the workman was appointed on permanent vacant post. The workman was engaged as Casual Labour purely on daily wage basis. The Second Party, concerned workman has worked for 105 days during the year 1990-91. Since the departmental work like laying underground cable, creation of lines and wires etc. have been awarded to the approved contractors which is as per the departmental policy hence, no casual labours are required and therefore, the casual services of the Second Party was liable to be terminated and it had been terminated. Therefore, applicant is not entitled for compensation as provided under I.D.Act. Further in the written statement the First Party has submitted that, it is not true that the workman has worked continuously since his engagement to his termination of service. Further in the written statement the First Party has submitted that, the Second Party has approached this Tribunal beyond limitation, and therefore, the said record is now become very old record and as such, there was no claim within the period of limitation by the Second Party and therefore, the record is now not traceable with the department. As such the claim statement of the Second Party requires to be rejected on the ground of the limitation alone. It is not true that Telecom has recruited fresh casual labours but workman has not called for interview. It is not true that the juniors are working. It is not true that workman

has worked years together and not given permanent grade. The First Party has submitted so many reported cases of the apex courts in support of their case. Hence, the present Reference is liable to be rejected with the cost to the First Party.

5. Vide-presenting Ex. M the second party concerned workman had requested to this Tribunal to order to the first party to produce the documentary evidence asked in the said Exhibit. On the said Ex. 11 the preceding Tribunal has ordered to the First Party to submit the said documentary evidence before this Tribunal. The Second Party concerned workman Mr. Hardesh Rajaram was examined by the Second Party vide Ex. 15, in support of his case and, has been cross examined by the advocate of the First Party. The second party workman has produced its closing purses vide Ex. 20 on 03-03-2003.

6. The First Party has examined their witness Mr. Dahyabhai Nanjibhai Nakrani vide Ex. 27. The First Party has produced their closing purses vide Ex. 29 on 09-08-2005.

7. The second party concerned workman has produced their written argument vide Ex. 32. While the First Party made their argument in oral. Both the arguments made by the parties have been taken into the consideration.

8. After taking into the consideration the arguments of the both the parties, and the records and documentary evidence in the case on hand, this Tribunal has to decide that whether the action of the management of Divisional Engineer, Telegraphs, Amreli Sub-Divisional Officer (t), Bagasara in terminating the services of Sh. Hardesh Kumar Rajaram, casual labour is legal and justified? If not, to what relief the workman is entitled?"

9. The learned advocate Mr. R.C. Pathak, for the Second Party has submitted written arguments by Ex. 32 and the First Party has submitted arguments in oral and has represented that, concerned workman has not completed 240 days in a year and the concerned workman was called for a work only where and when there was a need. Seniority list is not maintained by the First Party and therefore the concerned workman is not entitled to get relief asked in the reference case.

10. Looking to the records produced in the case on hand, the Second Party concerned workman had asked for the documentary evidences vide Ex. 11 like, a register maintained by the First Party about the records of the presence since he joined in the service from 1-4-1990 to he had been retrenched from the service from 1-5-1990 payment made by the First Party, seniority list published by the First Party. On the Ex. 11 the former Tribunal to me, has ordered to the First Party to produce the same documents in the present reference case. Even the First Party has not submitted an affidavit in support of the said enablement. In the case on hand, except oral evidences.

from the both the parties, on any other documentary evidences has been produced.

11. The Second Party concerned workman has been examined vide Ex. 15, and in his oral evidence the concerned workman has confessed that, he was joined in the Telephone Department, Amreli since 01-01-1990 as a labour and he was retrenched from his service from 01-05-1994. And during the retrenchment concerned workman was not given any notice, notice pay and even retrenchment compensation. The seniority list for the labour also has not been published by the First Party. When he was retrenched from his service Mr. Sukhdev Verma, Prabhudas, Vrajilal, Jagdish Dahya, Dahya Nanji and Rajendra Mehta were working in the First Party. The register for the presence is in the custody of the First Party. His signature was taking into the Pay sheet and it is in the custody of the First Party. He was paid Rs. 35 per day. The pay of the permanent labour was more than him. He had been retrenched from the service because he had asked for more payment, and had asked for the Temporary Status. He had to work to fit the poll in the ground, to arrange the to arrange the bracket in the department. The said work is still taken by the First Party. For the said work the department has engaged new and fresh workmen. The concerned workman cannot say the names of the workmen newly engaged.

12. In his cross examination the concerned workman explains that, he has passed the Std. 8th, and he knew the Gujarati language and his date of birth is 10-02-1972 and he was appointed through his relative. His maternal uncle Mr. Dayaram is in the Telephone Department and he is a line man. Further the concerned workman has stated in his cross examination that, it is not true that he was called only when there was a work in the department. It is not true that his presence was not taken by the First Party. He has no any other documentary evidence to show that he had been paid Rs. 35 per day. Regarding this he had not filed any complain. He had not given in written to increase his pay. He doesn't know that he was paid as a casual labour. He was paid Rs. 1050 per month. His pay was deducted if he may go on leave or he may no goes on the duty. Contractors were supervising on him. It is not true that, he was not retrenched from the services illegally. In his family there is wife, two spouses, and thus there are four members in his family. He lives in the quarter allotted to his maternal uncle. He has not applied in written to get a job. Not only that, the concerned workman has confessed in his cross examination that, "I do labour work, when I get it. If, I go in the market, and if I may call by someone on work, there and then I go on work. And can get a work for at least 10 to 15 days."

13. In the case on hand, the First Party has examined their witness Mr. Dahyabhai Nanjibhai Nakrani, vide Ex. 27, and in his oral evidence the said witness has said that,

he knew the facts of the case from the office records. The Second Party concerned workman was working under the Divisional Engineer, Amreli. He had to do fit the polls under the ground, to arrange the wires. During the year 1990-91 he has worked for 100 to 105 days. His presence was not taken by the First Party but he was paid his pay through W-17. According to the departmental policy the said work is taken from the contractors. The junior engineer was engaging the workmen according to the necessity. His work was not permanent. It is not true that, the work taken from the Second Party concerned workman was in a permanent nature. He was working as a casual services illegally. In his cross examination the concerned labour. It is not true that, he has been retrenched from his workman says that he knew the second Party concerned workman and concerned workman was not working under his hand, but he was in district. The work done by the Second Party concerned workman is still continuing but the said work is taken through the contractors. The documents regarding the contract have not been produced in the case on hand. He can say without saying the documents that, he was informed through the department that, the contract system is applied to the department after the 31-03-1985. He will produce the documents regarding the contract and the instruction given to him. He cannot say that, work is more or less, but there is a work till the day. He has said the working days done by the concerned workman. He has not seen the vouchers or the records regarding the presence of the concerned workman. The daily wagers were paid the payment, as they do the work. Payment was done at the end of the month. The departmental officers who have engaged the workmen, were taking the signature of the workers. Vouchers are kept in the office records. He has not produced the vouchers. He doesn't know that, the others were working with the concerned workman. The seniority list of the daily wagers is not maintained by the department and therefore there is no question about the publication of the seniority list. The pay sheet of the daily wagers is not maintained by the department. If the daily wager complete 240 days he get the Temporary Status. For the T. S. it can be taken into the consideration after seeing the vouchers. In his cross examination the said witness has confessed that, the concerned workman has not been given any notice, notice pay and even retrenchment compensation. There was no work for the concerned workman and hence, he was retrenched from his service. He was not informed in a written. The copy of the vouchers has not been given to the concerned workman. There is a resolution regarding the presence of the daily wagers, but it has not been produced by him. Long time ago the presence sheet was maintained. He doesn't know that the concerned workman was appointed on 01-01-1990. He had worked during the 1990-91. He cannot say the name of the officer, who had engaged the concerned workman. An officer can engage the workman casual. He doesn't know Mr. Sukhdev Verma, Rajendra Mehta,

Prabhudas, Jagdish Dahya, Dahya Nanji. Looking to the oral evidences and cross examination of the both the witnesses, it is clear that the Second Party concerned workman was working under the hand of the Divisional Engineer, Amreli and in the said department he had to do work regarding to fit the polls under the ground, to arrange the wires etc. He was appointed in the First Party on 1-1-1990 and was retrenched from the services from 1-5-1994. During the retrenchment concerned workman was not given written order. The witness for the First Party has stated in his cross examination that, during the retrenchment the concerned workman was not given any notice, notice pay and even the retrenchment compensation. Further he has confessed that, the concerned workman was retrenched from his service due to no work. While other side this witness confesses that, there is a still work in the First Party. Thus, it is very clear that, the First Party has not made out the things from the cross examination of the Second Party concerned workman that, the Second Party was not working since 1-1-1990 and was not retrenched from his service since 01-05-1994. The First Party has not even produced any documentary evidences that can show that the concerned workman has not worked in the First Party. The Second Party concerned workman had asked for the documentary evidences vide Ex. 11; like a register maintained by the First Party about the records of the presence since he joined in the service from 1-1-1990 to he had been retrenched from the service from 1-05-1990 payment made by the First Party, seniority list published by the First Party. On the Ex. 11 the former Tribunal to me, has ordered to the First Party to produce the same documents in the present reference case. A witness for the First Party has confessed in his cross examination that, if a temporary status is asked by the concerned workman, he should have worked more than 240 days in a year. He has confessed in his cross examination that, the First Party does not maintain the seniority of the casual labours. Thus, the witness of the First Party is giving their oral evidence in a contradiction. The First Party is covered under the I.C. Act and the I.D. Central Rules are bound to the First Party. According to the Rules 76, 77 and 78 are applicable to the First Party. According to the Rule 76 it is necessary to give the notice to the concerned workman, and according to the Rule 77 it is mandatory to maintain the seniority list by the First Party, while according to the Rule 78 it is necessary that, when a casual labour is engaged once again, they should be given preference. In the case on hand it is confessed by the witness for the First Party that, the First Party does not maintain the seniority list. Even the witness for the First Party has refused that he, know to Mr. Sukhdev Verma, Rajendra Mehta, Prabhudas, Jagdish Dahya, Dahya Nanji. Thus, it is clear that, the First Party has not submitted any evidences against the facts confessed by the Second Party concerned workman in his oral evidence. Thus, it is proved that, the Second Party concerned workman has worked in the First Party from

01-01-1990 to 01-05-1994 continuously. Regarding this, the First Party has not produced any documentary evidences in the case on hand, even though the order has been passed the Tribunal. Even First Party has not, submitted any affidavit in support or their enablement of the production of the evidences. Thus, this Tribunal has to guess that, the concerned workman has worked continuously in the First Party during the 01-01-1990 to 01-05-1994. And according to the confession of the witness of the First Party that, during the termination the concerned workman had not been given any notice, notice pay or even retrenchment compensation. Thus, the action of the First Party to retrench the Second Party concerned workman from his services is illegal and liable to cancel. Thus, this is a very clear case in favour of the concerned workman that he has right to reinstate in the First Party.

14. Looking to the fact case on the hand, it can be guess that, the concerned workman has worked more then 240 days in the preceding twelve months. Thus, it is very clear that the concerned workman is entitled to get the protection of the Sections 25-B and 25-F.

15. In the present reference case the First Party has taken defense that, while retrenching the workman it is not necessary to give the notice, notice pay to the concerned workman. But in the case on hand, the First Party has examined their witness Mr. Dahyabhai Nanjibhai, vide Ex. 27, and in his cross-examination the said witness has confessed that "the concerned workman has not been given any notice, notice pay and even retrenchment compensation". Thus, the oral evidence, produced by the First Party goes against the First Party, that the during the retrenchment to the concerned workman was not given any notice, notice pay and even retrenchment compensation. In reply of the said argument of the First Party, the Second Party concerned workman has cited the judgment of the Hon'ble Supreme Court of India, R.M. Yellatti V/s. The Asst. Executive Engineer, published in 2005, III, CLR, 1028. The principles laid down in the said judgment that the daily wager is entitled to get protection of Sec. 25-F. In the present case also it is found that, the concerned workman is a daily wager labour. And further the said principle is also laid down in the case of Ramesh Kumar V/s. State of Haryana, published in 2010 (1) L.L.N. 831. Looking into the said judgment delivered by the Hon'ble Supreme Court of India, it is noted by the Supreme Court of India in its Judgment para-13 as under :

"13. We are conscious of the fact that an appointment on public post cannot be made in contravention of recruitment rules and constitutional scheme of employment. However, in view of the material placed before the Labour Court and in this Court, we are satisfied that the said principle would not apply in the case on hand. As rightly, pointed out, the appellant has not prayed for

regularization but only for reinstatement with continuity of service for which he is legally entitled to. It is to be noted in the case of termination of casual employee what is required to be seen in whether a workman has completed 240 days in the preceding 12 months or not. If sufficient materials are shown that workman has completed 240 days then his service cannot be terminated without giving notice or compensation in lieu of it in terms of Sec. 25F. The High Court failed to appreciate that in the present case appellant has completed 240 days in the preceding 12 months and no notice or compensation in lieu of it was given to him, in such circumstances his termination was illegal."

16. Thus, now the question arise in the case on hand, that, when the termination of the services of Sh. Hardesh Rajaram is illegal, improper and unjustified then, to what relief the concerned workman is entitled to and what other directions are necessary in the matter ? Looking into the matter, the Second Party concerned workman has cited the reported case to support the case i.e. P.V.K. Distillery Ltd. V/s. Mahendra Ram, reported in 2009. I. C.L.R., 883. In the said reported case, the Hon'ble Supreme Court of India has held that if the breach of the Sec. 25-F is proved by the appellant than he is entitled to get 50% of the back wages. In the case on the hand, the breach of the Sec. 25F. is proved by the Second Party concerned workman, and hence, the concerned workman

is entitled to get 50 % of the back wages. Not only that the concerned workman has confessed in his cross examination that, "I do labour work, when I get it. If, I go in the market, and if I may call by someone on work, there and then I go on work. And can get a work for at least 10 to 15 days?" This type of confession of the concerned workman shows that, during the month he has earned up to 10 to 15 days. Thus, in the case on hand, the concerned workman is entitled to reinstate on this original post where he was working on the date of retrenchment with the 50% of the back wages. Thus, the reference on the hand is liable to grant partially. Therefore, the Tribunal passes the following order.

ORDER

1. The Reference trade by Sh. Hirdesh Rajaram is granted partially accordingly.
2. It is ordered to the First Party to reinstate the concerned workman Sh. Hardesh Rajaram with the 50% of the back wages with the continuity of his service on his original post within the 30 days of the publication of this award.
3. The First Party will pay Rs. 500 as a cost to Second Party concerned workman.

Bhavnagar,

Dated 17-5-2010

S. S. PANCHAL, Industrial Tribunal